TENDER FOR DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ALUMINIUM COMPOSITE PANEL CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Issue of Tender Document</td>
<td>21 January 2020</td>
</tr>
<tr>
<td>Pre-bid meeting with bidders</td>
<td>11:00 Hrs. (IST) on 28 January 2020</td>
</tr>
<tr>
<td>Due Date for submission of tender</td>
<td>14:00 Hrs. (IST) on 13 February 2020</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Technical Bid</td>
<td>15:00 Hrs. (IST) on 13 February 2020</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Financial Bid</td>
<td>Will be communicated to qualified bidders</td>
</tr>
<tr>
<td></td>
<td>after opening of technical bid</td>
</tr>
</tbody>
</table>

Department of Premises, Security and Procurement,
NABARD Head Office
Gr. Floor, A Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051
dpsp@nabard.org
Department of Premises, Security and Procurement,
NABARD Head Office
Gr. Floor, A Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051
dpsp@nabard.org

Name of the Contractor to whom issued or who has downloaded from website:
M/S. ---------------------------------------------------------------

Address:
-----------------------------------------------

-----------------------------------------------

Chief General Manager,
National Bank for Agriculture and Rural Development,
Department of Premises, Security and Procurement,
NABARD Head Office
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NOTICE INVITING TENDER</td>
</tr>
<tr>
<td>2</td>
<td>ARTICLE OF AGREEMENT</td>
</tr>
<tr>
<td>3</td>
<td>INTEGRITY PACT</td>
</tr>
<tr>
<td>4</td>
<td>FORM OF TENDER</td>
</tr>
<tr>
<td>5</td>
<td>PRE-QUALIFICATION CRITERIA AND SUPPORTING DOCUMENTS</td>
</tr>
<tr>
<td>6</td>
<td>GENERAL INSTRUCTIONS</td>
</tr>
<tr>
<td>7</td>
<td>GENERAL CONDITIONS OF CONTRACT</td>
</tr>
<tr>
<td>8</td>
<td>SPECIAL CONDITION OF CONTRACT</td>
</tr>
<tr>
<td>9</td>
<td>APPENDIX</td>
</tr>
<tr>
<td>10</td>
<td>PERFORMA OF PERFORMANCE GURANTTEE / FREE MAINTENANCE PERIOD</td>
</tr>
<tr>
<td>11</td>
<td>LETTER OF INDEMNITY BOND</td>
</tr>
<tr>
<td>12</td>
<td>BILL OF QUANTITIES</td>
</tr>
</tbody>
</table>
21 January 2020

Dear Sir,

NOTICE INVITING TENDER

DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ACP CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI

1. NABARD intends to undertake the work of “DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ACP CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI” and therefore, invite offer from the empaneled contractors/firms for the same work. We request you to submit your offer in a sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned in the tender document.

2. The tender document available on NABARD website www.nabard.org can be downloaded to use it for submission and reference by interested and eligible bidders.

3. The tenderer has to enter into Integrity Pact with the Bank on Rs.200/- Non-Judicial Stamp Paper as per the format given in ‘Annexure A’ to become eligible to participate in the tender.

4. The Tenderer after the award of the work has to enter into Articles of Agreement and Indemnity Bond on Rs. 100/- Non-Judicial Stamp Paper respectively as per the format.

5. The Bidder shall furnish the cost of tender document Rs. 1500/- (Rs. One Thousand Five Hundred Only). The Cost of tender document Rs. 1500/- amount shall be directly credited to NABARD current account [Account Name - NABARD A/c No. 055505000552, IFSC - ICIC0000555 and Bank Name- ICICI] as per the details mentioned in the tender. Counterfoil/receipt/transaction detail for the same has to be enclosed with the tender. The Tender without Tender amount shall be rejected out rightly.

6. The Bidder shall furnish an EMD for Rs. 69,000/- (Rupees Sixty Nine Thousand Only). The EMD amount shall be directly credited to NABARD current account [Account Name – NABARD A/c No. 055505000552, IFSC - ICIC0000555 and Bank Name- ICICI] as per the details mentioned in the tender. Counterfoil/receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
7. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be submitted separately in two sealed envelopes, duly furnishing all the required information. These two separate sealed envelopes should be super scribed as “Technical Bid (Part-I) for DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ALUMINIUM COMPOSITE PANEL CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI” and “Price Bid (Part-II) for DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ALUMINIUM COMPOSITE PANEL CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI” respectively. The two envelopes (Part-1 & Part-2) should be inserted in another sealed envelope which should be super-scribed as “DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ALUMINIUM COMPOSITE PANEL CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI” and should be addressed to “The Chief General Manager, DPSP, National Bank for Agriculture and Rural Development, C-24, G-Block, Ground Floor, A-wing, BKC, Bandra(E), Mumbai - 400 051”, so as to reach this office latest by 14:00 hours on 13 February 2020. The tenders shall be submitted in 'Original' to the Bank.

8. Technical Bid (Part-I) i.e. Envelope No. 1 shall contain;

1. Cost of tender (in form Electronic Transfer with UTR copy of Transaction)
2. Earnest Money Deposit (in form of Electronic Transfer with UTR copy of transaction)
3. Notice Inviting Tender
4. Pre-contract Integrity Pact duly filled and signed on Rs.200/- Non-Judicial Stamp Paper
5. Form of Tender
6. Special Instructions to the contractors
7. General Instructions to Contractors & General Conditions
8. Special Conditions
9. Technical Specifications
10. List of approved makes of materials/trade
11. Power of attorney authorizing the person to sign the tender.

9. Price Bid (Part-II) i.e. i.e. Envelope No.-2 shall contain:

Duly Priced Schedule of Quantities

10. Envelope No.1 will be opened on the same day (last day of receipt of tender) or on any other date as intimated to the bidders at 15.00 hrs in the presence of bidders’ representatives, should they choose to be present.

11. a. Envelope No.2 should not contain any conditions whatsoever and any conditional bids shall be rejected.

b. Envelope No.2 will be opened on some suitable date, which will be communicated later in presence of bidders’ representatives, should they choose to present.

12. Before filling up the tenders, the bidders may note the following:

12. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Envelope No. 1

13. Time of Completion: The ‘Site’ shall be handed over to the contractor for carrying out renovation works in different batches as decided by the Bank. The time for completion of the work 3 months reckoned from the 10th day of the issue of work order.
14. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.

15. NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firm/firms without assigning any reasons for doing so.

16. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper of worth as per Article 5 h A (iii) of Schedule I of the Bombay Stamp Act, 1956 as amended in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which the bidder’s EMD may stand forfeited.

17. A pre-bid meeting has been arranged in the Asst. Caretaker’s Office at the NABARD Officer Quarters at Building no. 5, Damodar Park, Off LBS Marg, Ghatkopar (W), Mumbai on 28th January 2020 at 11.00 hrs in presence of Bank’s Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid after pre-bid meeting, if required, and same will be uploaded on website.

(देवेंद्र हेडाऊ)
सहायक महाप्रबंधक
ARTICLES OF AGREEMENT made this ___________ day of __________ between the National Bank for Agriculture and Rural Development (hereinafter called “the Employer”) of the one part and ______________ (hereinafter called “the Tenderer”) of the other part.

WHEREAS the Employer is desirous of getting executed the work of DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ALUMINIUM COMPOSITE PANEL CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI. AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS :-

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

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

3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit
This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

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

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

All payments by the Employer under this contract will be made only at Mumbai.

All disputes or differences whatsoever arising out of or relating to the construction, meaning, scope, operation or effect of the agreement of the validity or the breach thereof shall be resolved amicably between the Employer representative and the tenderer representative. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by other party, then the same shall be settled by arbitration in accordance with the Arbitration and
Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties. The venue of the arbitration shall be at Mumbai or the capital of the State where the Bank’s office is situated.

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

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

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates have caused these presents and the said two duplicates hereof 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)

Witness #1

Signature:
Name:
Address
Witness #2

Signature:

SIGNED AND DELIVERED by the Bidder by the hand of
Shri
(Name & Designation)

Witness #1

Signature:
Name:
Address
Witness #2

Signature:
Name:
Address:
PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____________ day of the month of ____________ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri ____________, CGM, NABARD, DPSP, NABARD, HO, Mumbai hereinafter called the “Employer”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ________________ represented by Shri ________________ , Chief Executive Officer (hereinafter called “Tenderer” which expression shall man and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Employer proposes to carry out the work of “DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ALUMINIUM COMPOSITE PANEL CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI” and the Tenderer is willing to offer/ has offered the quotes and

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the
matter and the Employer is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block ‘G’, Bandra-Kurla Complex, Bandra(East), Mumbai.

अतः अब NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Employer to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

नियोक्ता की प्रतिबद्धता Commitments of the Employer

1.1 नियोक्ता यह वचन देता है कि संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़ा नियोक्ता का कोई भी पदाधिकारी इस संविदा से संबंधित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में नियोक्ता को सीधे या इस से जुड़े कोई व्यक्ति, संगठन या तृतीय पक्ष का कोई पक्षपात या कोई अन्य भौतिक अथवा अन्य कोई मांग नहीं करेगा और किसी प्रकार के लाभ की कोई मांग नहीं करेगा और किसी प्रकार के लाभ की कोई मांग नहीं करेगा मांग नहीं करेगा.
1.2 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage form the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.3 The Employer will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

1.4 All the officials of the EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the EMPLOYER with full and verifiable facts and the same is prima facie found to the correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry in being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

नियोक्ता के सभी पदाधिकारी समुचित सरकारी कार्यालय में उपयुक्त प्रतिबद्धताओं के किसी उल्लंघन प्रयास या पूर्ण उल्लंघन और इस तरह के उल्लंघन के पश्चात संदेह के बारे में रिपोर्ट करेगे .

In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the EMPLOYER with full and verifiable facts and the same is prima facie found to the correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry in being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

नियोक्ता की प्रतिबद्धता Commitments of TENDERERs

Commitments of TENDERERs
The TENDERER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The TENDERER, in the name and address of agents and representatives and Indian TENDERERs shall disclose their foreign principles or associates.

The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

TENDERERs shall disclose the name and address of agents and representatives and Indian TENDERERs shall disclose their foreign principles or associates.
TENDERERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The TENDERER further confirms and declares to the EMPLOYER that the TENDERER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER either directly or indirectly is a relative of any of the officers of the EMPLOYER, or alternatively if any relative of an officer of the EMPLOYER has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.12 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

3.13 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

4. Previous Transgression

4.1 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.
The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify TENDERER's exclusion from the tender process.

The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the TENDERER shall deposit an amount Rs. 69,000/- as Earnest Money/ Security Deposit, with the EMPLOYER through Bank Draft or a Pay Order in favour of NABARD.

5.2 The Earnest Money/ Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

5.3 In case of the successful TENDERER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the EMPLOYER to the TENDERER on Earnest Money/ Security Deposit for the period of its currency.
6. **Sanctions for Violations**

6.1 *Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required:-*

i. **रिपोर्ट द्वारा बनाए या उनके कोई क्षतिपूर्ति किए बिना निविदा-पूर्व कर्मचारी के नियम**

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

ii. **नियोक्ता के निर्णय के अनुसार पूर्ण या आंलिक रूप से अग्रिम धन जमावारी(निविदा पूर्व स्तर पर) प्रतिभूति जमावारी जब तक की जाएगी और नियोक्ता को इसके लिए कोई कारण देना नहीं होगा.**

The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

iii. **यदि संयुक्त का निष्पादन किया गया हो तो निविदाकर्ता को किसी क्षतिपूर्ति के बिना तत्काल संयुक्त समाप्त की जाएगी.**

To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.

iv. **भारतीय निविदाकर्ता होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की गहराई उधार दर से 2% अधिक की वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर 2% एलआईबीआर की वसूली की जाएगी. यदि किसी अन्य कारण के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है तो व्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी.**

To recover all sums already paid by the EMPLOYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERER from the EMPLOYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. **नियोक्ता द्वारा पहले किए गए भुगतान और व्याज की वसूली के लिए निविदाकर्ता द्वारा दी गई अग्रिम बैंक गारंटी और निष्पादन बंद / वारंटी बंद का नकदीदर्पण किया जाएगा.**

To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.
vi. To cancel all or any other contracts with TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the EMPLOYER resulting from such cancellation/rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

vii. To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

eviii. To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the TENDERER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EMPLOYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with our without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
The decision of the EMPLOYER to the effect that a breach of the provisions of the Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The TENDERER undertakes that it has not supplied/s not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the TENDERER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the EMPLOYER, if the contract has already been concluded.

8. **Independent Monitors**

8.1 The EMPLOYER has appointed Independent Monitor Shri P K Sangewar (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.2 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.3 Both the parties accept that the Monitors have the right to access all the documents relating to the
project/ procurement, including minutes of meetings.

8.5 This clause applies to any provision of this Pact or payment of commission, and shall be

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the

8.6 The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project
documentation of the EMPLOYER including that provided by the TENDERER. The TENDERER will
also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and
unconditional access to his project documentation. The same is applicable to Subcontractors. The
Monitor shall be under contractual obligation to treat the information and documents of the
TENDERER/Subcontractor(s) with confidentiality.

8.7 The EMPLOYER 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 parties. The parties will offer to the Monitor the option to participate in such
meetings.

8.8 The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10
weeks from the date of reference or intimation to him by the EMPLOYER/TENDERER and should
the occasion arise submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the
EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of
Accounts of the TENDERER and the TENDERER shall provide necessary information and
documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EMPLOYER.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the TENDERER/Seller, including warranty period, whichever is later in case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____________________ on ________________.

The parties hereby sign this Integrity Pact at _____________________ on ________________.

नियोक्ता EMPLOYER निविदाकर्ता TENDERER
अधिकारी का नाम Name of the Officer मुख्य कार्यकारी अधिकारी Chief Executive Officer
पदनाम Designation
नाबािा NABARD
साक्ष्य Witness
Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign suppliers.
PART – A (TECHNICAL BID)

TENDER DOCUMENTS

FOR

DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ALUMINIUM COMPOSITE PANEL CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI.

AT

NABARD Quarters: Nabard Colony, Damodar Park, Ghatkopar West, Mumbai, Maharashtra 400086.

TENDER ISSUED TO:

M / s.

ARCHITECTS:
M/S. SANDEEP GOVALKAR DESIGN ASSOCIATES
A3/ 301-302, SHIVCHHAYA, GILBERT HILL ROAD, ANDHERI (W), MUMBAI - 400 058.
Tel.: 022 26703158 Cell: 09821173563 / 9969699169
E-Mail: sgdesignassociates@gmail.com / govalkarsgda@gmail.com
**FORM OF TENDER**

Date:

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

Dear Sir,

Tender for “Designing, Fabricating, Testing, Installing and Fixing in Position Curtain Wall with ALUMINIUM COMPOSITE PANEL Cladding On pilot Basis in Nabard Residential Quarters, Damodar Parks, Ghatkopar, Mumbai.”

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

**MEMORANDUM**

<table>
<thead>
<tr>
<th></th>
<th>Description of work</th>
<th>Tender for “Proposed Designing, Fabricating, Testing, Installing and Fixing In Position Curtain Wall With Aluminum Composite Panel at NABARD Quarters, Damodar Park, Ghatkopar, Mumbai , Maharashtra 400086</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Earnest Money</td>
<td>Rs: 69,000/-</td>
</tr>
<tr>
<td>b</td>
<td>Time allowed for completion of the work</td>
<td>3 months from 07th day of issue of Work Order</td>
</tr>
<tr>
<td>c</td>
<td>Retention Money Deposit (RMD)</td>
<td>5% from every R.A. Bill</td>
</tr>
<tr>
<td>d</td>
<td>Initial security deposit</td>
<td>2% of value of accepted tender value (including EMD)</td>
</tr>
</tbody>
</table>

We understand that the time for completion shown above shall be reckoned from the date of issue of the Work Order.

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

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract (certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer
A. PREQUALIFICATION/ELIGIBILITY CRITERIA OF THE CONTRACTORS

The bidder/tenderer (contractor) shall have the following qualifying criteria for participating in the tender:

The bidder should have full-fledged registered office establishment functioning in Mumbai or Thane or Raigad districts of Maharashtra for minimum of 7 years (ending 30.11.2019) and should have experience of minimum 7 years in the area of ACP cladding and Related allied works as on 30.11.2019.

The bidder should have registration with any Govt. / Semi-Govt. / Govt. Undertakings / Autonomous bodies / Private Sector / Housing Societies etc. and having experience of executing above types of works under a single contract

The bidder should have applicable Tax registrations (GST, PAN, CST etc)

The bidder should have a current / savings bank account with a scheduled commercial bank.

The average annual turnover of the bidder/ firm over the last three years (ending 31.03.2019) shall not be less than Rs 35 lakh.

The bidder / firm should have successfully executed and completed the projects involving ACP cladding and Related allied works and similar type of work executed minimum up to 8th floor structure in a single contract of at least any of the following values during last seven years (ending 30.11.2019):

i) Three works whose individual work order / completion value is not less than Rs 13.75 lakh

ii) Two works whose individual work order/completion value is not less than Rs 17.20 lakh

iii) One work whose individual work order/completion value is not less than Rs 27.50 lakh

The contractor should submit the certified proof for establishing the above pre-qualification, along with filled in pro-forma in the Technical Bid.

B. SPECIAL INSTRUCTIONS TO THE CONTRACTORS

i. Intending contractors (bidders) are required to submit their profile by giving details in the enclosed pro-forma about their organization, experience, professional personnel in their Organization, competence etc. along with the documentary evidences.

ii. The tenders shall be signed by the person/ persons on behalf of the organization having Necessary authorization / power of attorney to do so. Each page of the application shall be signed. (Copy of power of attorney / memorandum of association shall be furnished along with application).

iii. If the space in the pro-forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the pro-forma and Serial number. Separate sheets shall be used for each part of application, if required.

iv. Tenders containing false and/or incomplete information are liable for rejection.
v. While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement/completion value of Rs 35.00 lakh and above. The acknowledged copies of the bill raised/completion certificates may be enclosed for assessment and verifications in this regard.

vi. The contractor must have qualified and experienced professionals in the respective discipline and their bio-data should be submitted in the Technical Bid.

vii. The contractor must have successfully completed the work according to the eligibility criteria mentioned in para-A.

viii. **The Earnest Money Deposit of Rs. 69,000/- (Rupees Sixty Nine Thousand Only)** by way of Electronic Transfer to NABARD A/c No. 055505000552, IFSC - ICIC0000555 and Bank Name- ICICI.

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

ix. The rates for each item as per scope of work shall be quoted by the bidder in the Price bid to be submitted separately in a sealed envelope as Part-2.

x. **Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.**
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Supporting documents to be submitted</th>
</tr>
</thead>
</table>
| 1      | The contractors who have minimum 07 years of experience (ending 30.11.2019) in undertaking similar works and who fulfil the following criteria are eligible to tender:  

The average annual turnover of the bidder/firm over the last three years (ending 31.03.2019) shall not be less than Rs 35 lakh.  

should have successfully executed and completed the projects involving **ACP cladding and Related allied works** and similar type of work executed upto 08th floor structure in a single contract of at least any of the following values during last seven years (ending 30.11.2019):  

i) Three works whose individual work order/completion value is not less than Rs 13.75 lakh.  

or  

ii) Two works whose individual work order/completion value is not less than Rs 17.20 lakh  

or  

iii) One work whose individual work order/completion value is not less than Rs 27.50 lakh | Work orders and completion certificates in support of experience to be enclosed.                                                                 |
<p>| 2      | Should have average Annual Turnover of Rs. 35.00 Lakhs during the last three years ending 31 November 2019 supported with copies of audited balance sheets or a registered Chartered Accountant certified statement of accounts. | Experience certificate from the clients/companies to be enclosed.                                                            |
| 3      | Name &amp; registered address of Contractors                                                                                                                                                                  | Supporting documents to be attached.                                                                                       |
| 4      | The applicant should have qualified engineer/technical personnel with sufficient experience in internal, civil and electrical work.                                                                                                                                   | Organizational set up of the firm including names, qualifications and experience of partners/associates and staff, to be submitted as per enclosed format (Part - I - Basic Information) and (Part - III - Technical personnel &amp; Experience). |
| 5      | Important large similar projects executed during the last 5 years by the firm together with approximate cost of the individual project. The full postal address of the client for whom the works have been executed shall also be given | As per the enclosed format (Part - II (a) - Previous Experience).                                                          |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Whether working with any of the Govt. / Semi Govt. Undertaking/s as approved contractors and if so, furnish details.</td>
<td>As per the enclosed format (Part - II (a) or II (b) whichever is applicable).</td>
</tr>
<tr>
<td>7</td>
<td>Name &amp; address of the Bank/Bankers of the firm</td>
<td>Attach a separate neatly typed sheet on the letter head.</td>
</tr>
<tr>
<td>8</td>
<td>Details for Electronic payment</td>
<td>As per enclosed format.</td>
</tr>
</tbody>
</table>
**PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the contractors/ service providers for effecting payment through ECS (e-payments)

Name and address of Contractor with phone no.

Name of the account holder (As appearing in the Bank account)

Name of the Bank

Name of the Branch

Account number

RTGS/ NEFT/ IFS Code

Type of account (Savings, current, etc.)

PAN Number

Service Tax No. /GST No.

Signature

Encl  : (1) one cancelled Cheque leaf

       : (2) Copy of PAN card
**PART – I**

**BASIC INFORMATION**

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Particulars</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the organization</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Type of Organization AA- Whether Proprietorship, Partnership etc.</td>
<td>(Please enclose related documents)</td>
</tr>
<tr>
<td>3</td>
<td>Name of the Proprietor/ Partners/ Directors in the organization</td>
<td>(a)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c)</td>
</tr>
<tr>
<td>4</td>
<td>Details of Registration (Firm, Company etc.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Registering Authority, Date, Number etc.)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Experience in the respective field of work</td>
<td>Years</td>
</tr>
<tr>
<td></td>
<td>(Please enclose supporting documents)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>a) Registered office address and telephone no.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Office address through which the work will be handled in Chandigarh</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Indicate if involved in any litigation, arbitration or any civil suit pending</td>
<td></td>
</tr>
<tr>
<td></td>
<td>in any of the works executed during last 5 years/ being executed. If yes,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>please furnish the name of the project &amp; employer, nature of work, contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td>value, work order and date &amp; brief details of litigation. Attach a separate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>sheet, if required</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Kindly mention if your firm/ agency/ company is blacklisted/ debarred by</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NABARD along with relevant details</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF THE APPLICANT**

(WITH SEAL)
## Part-II(a) Previous Experience

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the work &amp; location</th>
<th>Nature of work involved in the contract</th>
<th>Name &amp; address of the owner and architect</th>
<th>The full name, designation, address of the officer under whom the work was carried out</th>
<th>Contract Amount (In Rs. Lakh)</th>
<th>Completion period (stipulated)</th>
<th>Completion period (actual)</th>
<th>Whether the work was left incomplete or contract was terminated from either side</th>
<th>Any other relevant information including reason, if any, for delay in completion of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF THE APPLICANT**  
(WITH SEAL)

*Attach a separate sheet, if required.*
PART – II (b) WORK IN-HAND

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the work &amp; location</th>
<th>Nature of work involved in the contract</th>
<th>Name &amp; address of the owner and architect</th>
<th>The full name, designation, address of the officer under whom the work was carried out</th>
<th>Contract Amount (In Rs. Lakh)</th>
<th>Completion period (stipulated)</th>
<th>Completion period (actual)</th>
<th>Whether the work was left incomplete or contract was terminated from either side</th>
<th>Any other relevant information including reason, if any, for delay in completion of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF THE APPLICANT**
(WITH SEAL)

* Attach a separate sheet, if required.
**PART-III**

**LIST OF TECHNICAL PERSONNEL**

Giving details about their Technical qualifications, experience etc.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Age</th>
<th>Qualifications</th>
<th>Experience</th>
<th>Nature of work handled</th>
<th>Name of the Projects handled costing more than Rs. 07.28 Lakh</th>
<th>Date from which employed in your organization</th>
<th>Any other remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF THE APPLICANT**

(WITH SEAL)

* Attach a separate sheet, if required.
C. ADDITIONAL GENERAL INSTRUCTIONS

- This ACP/ Cladding is proposed. And the specification/ & finish of the items shall be same as mentioned in the tender document.
- You are requested to fully understand the quantum of the work listed in the items mentioned.
- The rates shall also include clearing of the premises during the work execution and after the work completion.
- The rates shall include throwing of the debris from the site during and after the course of execution.
- **We request you to visit the site before bidding for the tender.**
- Any items other than the items mentioned in the tender document shall be brought to the notice of the Architect and Bank before executing the additional items.
- All the rates mentioned for the items in the documents shall exclusive of all the GST. **GST shall be paid additional as per banks policy.**
- Exterior contractor needs to produce all materials purchase bills for verification along with the final bill to check the actual cost of materials as per tender rates & Specifications.

1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

2. The bidders should quote their rates in figures and words where the quantities have been indicated in the relevant items of the schedule of quantities, failures to do so may invalidate the tender. Erasing or over writing shall not be allowed. Corrections in the tender should be avoided if this becomes unavoidable, the entire rate (and not a portion only) shall be scored out and signed (not simply initiated) by the bidder as token of such cancellation. A fresh rate in specified manner shall then be correctly written.

3. In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, the legal documents in support thereof must be produced for inspection and the same in the case of the firm carried out by one member of a joint family.

4. All corrections are to be signed by the contractor

5. The bidder is to quote this rate in ink/type both in words and figures in English. The tender shall be clearly and legibly written and whole writing must be by the hand of the person signing the tender and with the same pen and ink/type.

6. The employer (NABARD) reserves to itself the right to accept the lowest or split up and distribute any items of work to any specialist firm or firms without assigning any reason.

7. The employer reserves the right to split up and distribute the work to more than one bidder, if necessary. Signature/initial with company seal on each page will be deemed to be the acceptance of the contents of this tender paper by the bidder.
8. Bidder shall note that their tenders shall remain open for acceptance for a minimum period of **three months** from the date of opening the **financial bid**. The tender must be unconditional. Conditional tenders may be summarily rejected.

**2. RATES TO INCLUDE:**

While quoting their rates the bidder should include the following also if otherwise not stated herein before.

a. Necessary cost of taking samples of materials supplied by them for construction including cement and steel, wood/tiles etc., testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.

b. Submission of test reports of other materials as may be specified by Architects or Bank's Engineer.

c. Rates should include all the Taxes and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.

d. Rates should include for removal of debris out of work site to the safe limit earmarked in the premises daily basis, removal of debris out of the premises and dumping to Municipal Corporations dump yard periodically, removing stains and cleaning the site thoroughly. Contractor shall obtain a certificate to that effect from the ACT. This certificate should be submitted along with the bill and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.

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

f. The basic rate of the item means prevailing market rate including VAT

g. The quoted rate shall include the cost of all minor/sundry items to make it functional.

**3. WORKING HOURS:**

Since the site is a Residential area, the Contractor may execute the work as per the direction of NABARD. No extra payments will be made to the contractor on account of carrying out the works during holidays and at odd hours. For arranging the work on holidays, the contractor has to obtain special written permission from NABARD in advance.

**1. STORAGE OF MATERIALS:**

On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds after completion of works / as per exigency after clearing and cleaning the area/space and make good the area without any extra cost to NABARD as and when asked by the NABARD.
2. LABOUR HUTMENT:

Shelter or stay for the labor has to be arranged by the contractor outside NABARD premises at his own expense and responsibility.

3. IDLE LABOUR AND EXTENSION OF TIME:

In case the construction work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from employer / architects or for any of the conditions of contract at s.no. 30 and 31, the contractor shall be allowed reasonable extension of time by the employer but any additional / extra claim for payment to idle labour/tools/establishment/plant etc. during this period shall not be the liability of the employer. Contractor’s quoted rates should include for all such contingencies.

The Contractor or his authorized representative should visit the site frequently as required by NABARD and meet NABARD’s Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site. The work should not suffer due to lack of supervision, manpower and materials.

The Contractor is required to co-ordinate his works along with other agencies working at site. He has to reimburse for any of the damage made by him or any of his representatives to any other agency or the owner at site.

Nothing extra will be paid for making any cut-out / opening for electrical wiring / fitting in any of false ceiling, partition, Paneling, masonry work etc. contractor’s quoted rates should include for all such works.

The contractor is required to fabricate a sample wherever required, or any item so installed for approval. Any changes made by the Architect’s / Employers, in the sample to the specifications as mentioned in the tender, shall not be deducted or not be paid extra. The bulk production of the furniture can only be taken up after the final approval of the sample of the item.

The partitions shall be so fixed that all joinery work is in plumb and true in line. The partition frame shall be firmly fixed to the floor and ceiling by using suitable wall plugs and screws.

The contractor shall check all dimensions before fabricating and fixing the partitions or ceiling in position at site.

All measurements given in the schedule hereunder are for the purpose of tender only. Payment will be made on actual joint (contractor and Architect) measurement of the work done.

All measurements shall be as per relevant I.S.I. standards and Materials used should conform to relevant National Codes.

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of Employer / Architect.
GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

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

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

1.1.3 ‘NABARD’ shall mean National Bank for Agriculture & Rural Development (client) having its office at NABARD, B.K.C, Bandra, Mumbai-400 051 and includes the Client’s representatives, successors and assigns. ‘Architect/ consultants’ shall mean M/s. Sandeep govalkar design associates, A3/301-302, Shivchaya, gilbert hill road, Andheri west, Mumbai – 58. and includes its representative, successors and assigns.

1.1.4 ‘Site Engineer’/ ‘Site Supervisor’ shall mean an Engineer/ Supervisor if any, appointed by the Bank / Architect as their representative to give instructions to the contractor.

1.1.5 ‘The Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firm or company.

1.1.6 The expression ‘Works’ or ‘Work’ shall mean the permanent or temporary work described in the ‘Scope of Work’ and / or to be executed in accordance with the contract and includes materials, apparatus, equipments, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.7 ‘Engineer’ shall mean the representative of the NABARD/Architect / Consultant.

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

1.1.9 ‘Specifications’ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Architects/consultant. “Month” mean calendar month.

1.1.10 ‘Week’ means seven consecutive days.

1.1.11 ‘Day’ means a calendar day beginning and ending at 00 hr and 24 hrs respectively.

CLAUSE

1.0 Total Security Deposit

Total Security Deposit comprising of:

Earnest Money Deposit (to be adjusted as part ISD.) Initial Security Deposit Retention Money

Earnest Money Deposit:
The tenderer shall furnish EMD as per NIT. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revoke his tender at any time the period when he is required to keep his tender open acceptance by the NABARD or after it is accepted by the NABARD, the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time

Initial Security Deposit (ISD)
The amount of ISD shall be as per clause 5 of Instructions to the Tenderer.

a) Retention Money:
Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided, the total security deposit i.e. the ISD plus Retention Money shall both together not exceed Total Security Deposit of 5% Of Contract value 50% of the
total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion Certificate by the Architect/ Consultant. The balance 50% of the of the total security deposit shall be refunded to the contractor without any interest within fifteen days after the end of defect liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 Language

The language in which the contract documents shall be drawn shall be in English.

3.0 Errors, omissions and discrepancies

In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply:

i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of items in the specifications and description in bills of quantities of the same item, the former shall be adopted.

a) In case of difference between rates written in figures and words, the rate in word shall prevail.

b) Between the duplicate/ subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of work:

The contractor shall carryout complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect / Consultant. The Architect / Consultant at the directions of the Bank from time to time, issue further drawings and / or written instructions, detail directions and explanations which are hereafter collectively referred to as the Architect / Consultant’s instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or submission of any work. Any discrepancy in the drawings or between the BOQ and / or drawings and / or specifications, the removal from the site of any material
brought thereon by the Contractor and any substitution of any other materials thereof the removal and or re-execution of any work executed by him, the dismissal from the work of any person employed / engaged there upon.

5.0
(I) Letter of acceptance:

Within the validity period of the tender, the Bank shall issue a letter of acceptance either directly or through the Architect / Consultant by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the NABARD and the contractor.

(II) Contract Agreement:

On receipt of intimation of the acceptance of tender from the NABARD / Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof. He shall sign an agreement on a non-judicial stamp paper of appropriate value.

6.0 Ownership of drawings:

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

7.0 Detailed drawings and instructions:

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

The work shall be executed in conformity therewith and the contractor will prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the NABARD through its Architect / Consultant.
8.0Copies of agreement

Two copies of agreement duly signed by both the parties (Bank & the Contractor) with the drawings shall be prepared one each for both the parties. A photocopy of such agreement shall be kept by the Architects.

9.0Liquidated damages:

If the contractor fails to maintain the required progress as per attached bar chart or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the NABARD on account of such breach to pay a liquidated damages as per NIT.

10.0Materials, Appliances and employees:

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment, transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified. All materials shall be new and both workmanship and materials shall be of best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the NABARD / Architect / Consultant shall be removed from the site immediately.

11.0Permits, laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notice and comply with the regulations, laws, and ordinances, rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the NABARD in writing under intimation of the Architect / Consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnity the NABARD any legal actions arising there from.
12.0 Setting out work:
The contractor shall set out the work and shall be responsible for the true and
perfect setting out the same and for the correctness of the positions, levels,
dimensions, and alignment of all parts thereof and got it approved by the
Architect / Consultant before proceeding with the work if at any time any error
in this respect shall appear during the progress of the works, irrespective of the
fact that the layout had been approved by the Architect / Consultant the
contractor shall be responsible for the same and shall at his own expenses rectify
such error, if so, required to satisfaction of the NABARD.

13.0 Protection of works and property:
The contractor shall continuously maintain adequate protection, of all his work
from damage and shall protect the NABARD’s properties from the injury or loss
arising in connection with contract. He shall make good any such damage,
injury, loss, except due to causes beyond his control and not due to his fault or
negligence.
He shall take adequate care and steps for protection of the adjacent properties.
The contractor shall take all precautions for safety and protections of his
employees on the works and shall comply with all applicable provisions of Govt.
and local body’s safety laws and building codes to prevent accidents or injuries
to persons or property on about or adjacent to his place of works. The contractor
shall make insurance covers as per clause 26.0 of GCC at his own cost. The policy
will be taken in joint name of the contractor and the NABARD and the original
policy may be lodges with NABARD.

14.0 Inspections of work:
The NABARD / Architect / Consultant or their representatives shall at all
reasonable times have free access to the work site and / or to the workshop,
factories, or other places where materials are laying or from where they are
obtained and the contractor shall give every facility to the NABARD / Architect
/ Consultant and their representatives necessary for inspection and examination
and test of the materials and workmanship. No person unless authorized by the
NABARD / Architect / Consultant except the representative of Public
authorities shall be allowed on the work at any time. The proposed work either
during its construction stage or its completion can also be inspected by the Chief
Technical Examiner’s organization a wing of Central Vigilance commission.

15.0 Assignment and subletting:

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engaged or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the NABARD though the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

16.0 Quality of materials, workmanship & Test

i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with the Architect / Consultant’s instruction and shall be subject from time to time to such test as the Architect / Consultant may direct at the place of manufacture or fabrication or on the site or in an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the work for testing a may be selected and required by the Architect / Consultant.

ii) Samples

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

iii) Cost of Tests

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

iv) Cost of test not provided for

If any test is ordered by the Architect / Consultant which is either

a) If so intended by or provide for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site of the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

17.0 Obtaining information related to execution of work:

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work or any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

18.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated hereto.

19.0 Quantities:

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard method of Measurements and quantities. The rate quoted shall remain valid for entire period of the execution of the work.
20.0 Works to be measured

The Architect / Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the mode of Measurements detailed in the specifications. The representative of the Architect / Consultant shall take the joint measurements with the contractor’s representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect / Consultant shall be final. All authorized extra work; omissions and all variations made shall be included in such measurement.

21.0 Variations

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

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect / Consultant with the concurrence of the NABARD as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

a) The net rates or prices in the contract shall be determine the valuation of the extra work where such extra

i) Work is of similar character and executed under similar conditions as the work priced herein.

ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ

b) The net price of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions are aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect / Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

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

e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the “market rate basis” for material, labour, hire / running charges of equipment and wastage etc. plus 15% toward establishment
charges, contractor's overheads and profits. Such items shall not be eligible for PVA.

23.0 Final measurements:

The measurements and the valuation in respect of the contract shall be completed within six months of the virtual completion of the work.

24.0 Virtual Completion Certificate (VCC)

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

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

b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds / camps and construction of other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the NABARD and not incorporated in the permanent works. Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the NABARD and shall clear, level, and dress, compact the site as required by the NABARD.

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

d) The contractor shall hand over the work in a peaceful manner to the NABARD.

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

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

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

25.0 Work by other agencies:

The NABARD / the Architect / Consultant reserve the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the NABARD. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

26.1 Insurance of works:

26.2 Without limiting his obligations and responsibilities under the contract the contractor shall insure the joint names of the NABARD and the contractor against all loss or damages from whatsoever cause arising other then the excepted risks, for which he is responsible under the terms of contract and in such a manner that the NABARD and contractor are covered for the period stipulated in clause 8 of Instruction to the tenderers and are also covered during the commencement of the period of maintenance and for any loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in course of any operations carried out by him for the purpose of complying with his obligations under clause.

a) The work for the time being executed to the estimated current Contract Value thereof, or such additional sum as may be specified together with the materials for incorporation in the work at their replacement value. The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

b) Such insurance shall be effected with an insurer and in terms approved by the NABARD which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / Consultant the policy of insurance and the receipts for payment of the current premiums.
26.3 Damage to persons and property.

The contractor shall, except if and so far as the contract provides otherwise indemnify the NABARD against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

a) The permanent use or occupation of land by or any part thereof.

b) The right of NABARD to execute the works or any part thereof, over, under, in or through any lands.

c) Injuries or damages to persons or properties, which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

d) Injuries or damages to persons or properties resulting from any act or neglect of the NABARD, their agents, employees or other contractors not being employed by the contractor or for or in respect of any claim, proceedings damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents. Such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the NABARD, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.4 Contractor to indemnify NABARD

The contractor shall indemnify the NABARD against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision of this sub-clause 26.2

26.5 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the NABARD against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against NABARD in respect of such matters as aforesaid the contractor shall be immediately notified
thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not Be liable to indemnify the NABARD if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / Consultant in this behalf.

26.6 Third party Insurance

26.6.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of NABARD, or to any person, including any employee of the NABARD, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the proviso to clause 26.0 thereof.

26.6.2 Minimum amount of third party Insurance

Such insurance shall be affected with an insurer and in terms approved by the NABARD which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required; produce to the Architect/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

26.7 The minimum insurance cover for physical property, injury, and death is Rs. 10 lakhs per occurrence with the number of occurrence limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26.8 Accident or Injury to workman:

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

The contractor shall insure against such liability with an insurer approved by the NABARD during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Architect / Consultant such policy of insurance and receipt for payments of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor’s obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that NABARD is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect / Consultant when such policy of insurance and the receipt for the payment of the current premium. Remedy on Contractor’s failure to insure:

If the contractor fails to effect and keep in force the insurance to above referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the NABARD may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the NABARD as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

26.8.3 Without prejudice to the other rights of the NABARD against the contractor, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, costs, charges, and other expenses paid by the NABARD and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further Payment in respect of the expenditure incurred for rebuilding or repairing of the materials or good destroyed or damaged.

27.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the tender by the NABARD whichever is later.
28.0 Time of completion:

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period as mentioned in NIT from the date of commencement. If required in the contract or as directed by the Architect / Consultant, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of time:

If, in the opinion of the Architect / Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect / Consultant may submit a recommendation to the NABARD to grant a fair and reasonable extension of time for completion of work as per the terms for contract. If the contractor needs an extension of the time for completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the NABARD through the Architect / Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Architect / Consultant shall submit their recommendations to the NABARD in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period of extended times, which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the NABARD, the provision of liquidated damages as stated under clause 9 of GCC shall become applicable. Further the correct shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30.0 Rate of progress:

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect / Consultant too slow to ensure
the completion of the whole of the work by the prescribed time or extended time for completion the Architect / Consultant shall thereupon take such steps as considered necessary by the Architect / Consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

31.0 Work during nights and holidays:
Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / Consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the work being technically required / continued with the prior approval of the Architect / Consultant at no extra cost to the NABARD.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

32.0 No compensation for restrictions of work:
If at any time after acceptance of the tender NABARD shall deduct to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out, the Architect / Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly. In the matter the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequences of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any position thereof & taken back by the contractor, provided however that the Architect / Consultant shall have in such cases the opinion of taking over all
or any such material at their purchase price or at local current rate whichever is less. “In case of such stores having been issued form NABARD stores and returned by the contactor to stores, credits shall be given to him at the less rate not exceeding those at which were originally issued to the contactor after taking into consideration and deduction for claims on account of any deterioration or damage while in custody of the contactor and in this respect the decision of the Architect / Consultant shall be final.

33.0 Suspension of work:

i) The contactor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspend the progress of work or any part thereof for such time and in such manner as the Architect/Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

a) On account any default on the part of the contractor, or

b) For proper execution of the works or part thereof for reasons other than the default the contactor or

c) The contactor shall during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect / Consultant

ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above:

The contactor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the contactor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the NABARD.

a) To rescind the contact (of which rescission notice in writing to the contactor by the Architect / Consultant shall be conclusive evidence) and in which case the security deposit of the contactor shall be forfeited and be absolutely at the
disposal of NABARD.

b) To employ labour paid by the NABARD and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect / Consultant shall be final and conclusive against the contractor.) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract, the certificate of the Architect / Consultant as to the value of work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architect / Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by the NABARD under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the NABARD the contractor shall have no claim for compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

Or if the contractor (whether an individual firm or incorporated company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the NABARD through the Architect / Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

a) Has abandoned the contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the NABARD through the Architect / Consultant written notice to proceed, or

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the NABARD through the Architect / Consultant that the said materials were condemned and rejected by the Architect / Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance to the NABARD’s or the Architect/ Consultant’s instructions to the contrary subject any part of the contract. Then and in any of said cases the NABARD and or the Architect / Consultant, may not withstanding any previous waiver, after giving seven days’ notice in writing to the contractor, determine the contract, but without thereby affecting the power the NABARD or the Architect / Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And further the NABARD through the Architect / Consultant their agents or employees may enter upon & take possession of the work & all plants, tools,
scaffoldings, materials, sheds, machineries lying upon the premises or on the
adjoining lands or roads use the same by means of their own employees or
workmen in carrying on & completing the work or by engaging any other
contractors or persons to complete the work & the contractor shall not in any
was interrupt or do any act, matter or thing to prevent or hinder such other
contractor or other persons employed for completing and finishing or using the
materials & plant for the works.

When the works shall be completed as soon thereafter as convenient the
NABARD or the Architect / Consultant shall give a notice in writing to the
contractor to remove his surplus materials and plants and should the contractor
fail to do so within 14 days after receipt thereof by him the NABARD sell the
same by public auction after due publication, and shall adjust the amount
released by such auction. The contractor shall have no right to question any of
the acts of the NABARD incidental to the sale of the materials etc.

36.0 Certificate of payment:

The contractor shall be entitled for payments under the certificates to be issued
by the Architect / Consultant to the contractor, from NABARD from time to
time. The NABARD shall recover the statutory recoveries other dues including
the retention amount from the certificates of payments

Provided always that the issue of any certificate by the Architect / Consultant
during the progress of works or completion shall not have effect as certificate of
satisfaction or relieve the contractor from his liability under clause.

The Architect / Consultant shall have power to withhold the certificate if the
work or any part thereof is not carried out to their satisfaction.

The Architect / Consultant may by any certificate, make any corrections required in
previous certificate.

The NABARD shall modify the certificate of payments as issued by the Architect
/ Consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements
along with Consultant and NABARD Representative.

The contractor shall not submit interim bills when the approximate value of work
done by him is less than as mentioned in NIT and the minimum interval between two such bills shall be as mentioned in NIT.

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

The contractor shall submit the interim bills in the prescribed format with all details.

SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instruction, orders or these conditions or otherwise concerning the work or the execution or failure to the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

i) If the contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Chief General Manager, NABARD, Department Of Premises, Security & Procurement, Ground Floor, B.K.C, Bandra, Mumbai – 400 051. And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Chief General Manager in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished
all his rights in respect of any claim not notified to the Chief General Manager in writing in the manner and within the time aforesaid.

ii) The Chief General Manager shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Chief General Manager submit his claims to the conciliating authority namely the NABARD, B.K.C, BANDRA (E), Mumbai 400 051 for conciliation along with all detail and copies of correspondence exchanged between him and the Chief General Manager.

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the Chief General Manager, NABARD, B.K.C, Bandra, Mumbai 400 051. for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the contract relates in the course of his duties as Bank Officer. 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 in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification
or reenactment thereof and the rules made there under.

It is also a term of this contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of this contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

38.0 Water Supply

The contractor shall make his own arrangement for water required for the work and nothing extra will be paid for the same. This will be subjected to the following conditions:

i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / Consultant.

ii) The contractor shall make alternative arrangement for the supply of water if the arrangement made by the contractor for procurement of water in the opinion the Architect / Consultant is unsatisfactory.

38.1 The contractor shall construct temporary well / tube well in NABARD land for taking water for construction purpose only after obtaining permission in writing for the NABARD. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements, to avoid any accidents or damage caused due to construction and subsequent maintenance of the well. He has to obtained necessary approvals from the local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of the work or hand over the well to the NABARD without any compensation as directed by the Architect / Consultant.
39.0 Power Supply:

The contractor shall make his own arrangement for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to include in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

40.0 Treasure trove etc.:

Any treasure trove, coin or object antique, which may be found on the site, shall be the property of the NABARD and shall be handed over to the bank immediately.

41.0 Method of measurements

Unless otherwise mentioned in the schedule of quantities or in mode of measurement or elsewhere in these documents the measurement will be on the net quantities or work produced in accordance with up to date as per rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect / Consultant shall be final and binding on the contractor.

42.1 Maintenance of registers:

The contractor shall maintain the following registers as per the approved Performa at site of work and should produce the same for inspection of the NABARD / the Architect / Consultant whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

i) Register for cement / paint / Chemicals / specific material.
ii) Register for steel
iii) Register for secured advance
iv) Register for bulk age of sand
v) Register for silt test
vi) Register for sieve analysis for fine aggregate
vii) Register for sieve analysis for coarse aggregate
viii) Register for slump test
ix) Register for concrete cube test
x) Register for hindrance to work
xi) Register for consumption of cement
xii) Register for running account bill
xiii) Register for Labour.
xiv) Any other registers required by Govt. / Local Authorities or desired by the Architect/ Consultant.

43.0 Price variation adjustment for all materials including labour
In partial modification of the provision made elsewhere in this contract regarding the quoted rate being not subject to any variations price adjustments to the value of work payable to the contractor at tendered rates shall be paid towards variation in the prices of materials and Labour in the manner specified hereunder. If after the written order to commence the work and during the operating period of this contract including any authorized extensions of the original stipulated period of completion. PVA will not be applicable in this project as Period of completion of work is less than 12 months.

44.1 Neither contractor nor NABARD shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storm, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

44.2 As soon as the clause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adding necessary evidence in support thereof.

44.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause it and inability resulting there form having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such
events.

44.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force major lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement

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

i) Minimum Wages Act 1948 (Amended)
ii) Payment of Wages Act 1936 (Amended)
iii) Workmen’s Compensation Act 1923 (Amended)
v) Apprentice act 1961 (amended)
vi) Industrial employment (standing order) Act 1946 (amended)
vii) Personal injuries (compensation insurance) act 1963 and any other modifications
viii) Employees’ provident fund and miscellaneous provisions Act 1952 and amendment thereof
ix) Shop and establishment Act
x) Any other act or enactment relating thereto and rules framed there under from time to time.

46.0 Accidents:
The contractor shall immediately on occurrence of any accident at or about the site or in connection with in execution of the work report such accident to the Architect/Consultant. The contractor shall also such report immediately to the competent authority wherever such report is required to be lodged by the law and take appropriate actions thereof.
SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK:

The scope of work is to carry out Designing, Fabricating, Testing, Installing And Fixing In Position Curtain Wall With ACP Cladding on Pilot Basis in Nabard Residential Quarters, Damodar Parks, Ghatkopar, Mumbai.

As defined in these documents.

1.0 Address of site:

The site is located at Nabard Colony, Damodar Park, Ghatkopar West, Mumbai, Maharashtra 400086.

2.0 Dimensions and levels

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

3.0 Notice of operation:

The contractor shall not carry out any important operation without the consent in writing from the NABARD.

4.0 Construction records:

The contractor shall keep and provide to the NABARD/Architect / Consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

5.0 Safety of adjacent structures and trees

The contractor shall provide and erect to the approval of the Architect / Consultant such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the
Architect to protect the trees and structures.

6.0 Temporary works:
Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the NABARD/Architect / Consultant for approval complete of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the NABARD/Architect /Consultant may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

7.0 Temporary roads
The contractor shall provide access road to the site from the nearest main road at no extra cost and as directed by the NABARD. The contractor shall also responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads within the site area shall be the contractor’s responsibility and the contractor shall take such measures that are necessary and as directed by the Architect / Consultant.

8.0 Water, power, and other facilities:

a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The NABARD will not be liable to pay any charges in connection with the above.

b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.

c) The contractors for other trades directly appointed by the NABARD shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However the concerned contractor
shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connections for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the NABARD will reimburses the amount on production of receipts.

d) The NABARD as well as the Architect / Consultant shall give all possible assistance to the contractors to obtain the requisite, permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

9.0 Office accommodation

a) The contractors shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connections with the work at the site at their own cost after getting the approval from the NABARD.

b) A site office for the use of NABARD / the Architect / Consultant shall be provided by the contractors at his own expenses.

c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the contractors.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

10.0 Facilities for Contractor’s employees:

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangement at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

11.0 Lighting of works:

The contractors shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.
12.0 Firefighting arrangements:

i) The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.

a) Proper handling, storage and disposal of combustible materials and waste.

b) Work operations, which can create fire hazards.

c) Access for firefighting equipment.

d) Type, number & location of containers for removal of surplus materials & rubbish.

e) Type, size, number and location of fire extinguishers or other firefighting equipment.

f) General house keep

13.0 Site order book:

The Site order book shall be maintained at the site for the purpose of quick communication with the NABARD/Architect/ Consultant. Any communication relating to the works may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicates and shall carefully maintained and preserved by the contractor and shall be made available to the Architect / Consultant as and when demanded. Any instructions which the Architect / Consultant may like to issue to the contractor or the contractors may like to bring to the Architect / Consultant Two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

14.0 Temporary fencing / barricading

The contractor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Architect / Consultant and regulations of local authorities. These shall be altered, relocated and adopted
from time to time as necessary and removed on completion of the work.

15.0 Site meetings:

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the NABARD/Architect / Consultant.

16.0 Disposal of refuse:

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

17.0 Contractor to verify site Measurements:

The contractor shall check and verify all site measurements wherever requested by other specialist contractors or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, as will not in any way delay the works.

18.0 Displaying the name of the work:

The contractor shall put up a name board of suitable size as directed by the NABARD/Architect / Consultant indicating the name of the project and other details as given by the NABARD at his own cost and remove the same on completion of work.

19.0 Bar bending schedule:

The contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and got them approved by the Architect / Consultant well in advance.

20.1 As built drawings:

i) For the drawings issued to the contractor by the Architect / Consultant.

The Architect / Consultant will issue two sets of drawings to the contractor for the items for which some changes have been made from the approved
drawings as instructed by the NABARD / the Architect / Consultant. The contractor will make the changes made on these copies and return these copies to the Architect / Consultant for their approval. In case any revision is required or the corrections are not properly marked, the Architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and/or attend to discrepancies either on the copies as directed by the Architect / Consultant and resubmit to him for approval. The Architect / Consultant will return one copy duly approved by him.

ii) For the drawings prepared by the contractor:

The contractor will modify the drawings prepared by him wherever the changes are made by the NABARD / the Architect / Consultant and submit two copies of such modified drawings to the Architect / Consultant for approval. The Architect / Consultant will return one copy of the approved drawing to the contractor.

21.0 Approved make:

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

22.0 Procurement of materials:

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

23.0 Excise duty, Taxes, Levies etc.:

The contractor shall pay and be responsible for payment of all applicable taxes (revised time to time) or charges in respect of the works including but not limited to GST and other payable taxes in respect of material, equipments plant and other things required for the contract. All the aforesaid taxes, duties, levies, fees and charges shall be to the contractor’s account and the NABARD shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, levies, etc. if any, till completion of work shall be deemed to be
included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statute or law during the currency of the contract / work/ project the same shall be borne by the contractor.

24.0 Acceptance of tender

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

25.1 Defects after virtual completion and defects liability period:

Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” which shall be as per NIT from the date of the virtual completion of the works, arising in the opinion of the Architect from materials or workmanship not in accordance with the Contract, shall upon the direction in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default then Bank may employ and pay other person / agency to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Architect’s certificate in writing, from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and marking good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Architect equivalent to the cost of amending such work and in the event of the amount retained under clause 1 of GCC hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works, who has been nominated or approved by the Architect as provided in Clauses 15 of GCC the contractor shall be liable to make good in the same manner as if such work or material has been done or supplied by the Contractor and been subject to the provisions of this Contract. The Contractor shall remain liable under the provisions of this Contract notwithstanding the signing of any Certificate or the passing of any accounts, by the Architect.
26. The contractor should take necessary insurance cover (CAR policy Contractor’s all risk policy) 1.25 times of the actual work awarded at his cost for his persons employed at site and for third party. Policies should be taken in the joint names of client / Bank and the contractor in which first name should be client / Bank.

27. The contractor shall engage minimum qualified diploma holder and minimum 03 year experienced full time supervisory staff at his cost during the execution of the work for attending to day to day affairs. He shall keep record of daily work schedule and keep inform the progress to the consultant / Bank’s engineer on daily basis through e-Mail/letter or as per direction till completion of project.

28. The Tenderer should have at least 07 years of experience of working with nature of similar works.

29. The Bidder should have full-fledged registered office establishment functioning in Mumbai or Thane district of Maharashtra for minimum of 7 years (ending 30.11.2019) and should have experienced of minimum 7 years in the area of Such exterior works.
SAFETY CODES

General Safety Codes:

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

2. An injured shall be taken to a Public Hospital without loss of time, in cases where the injury necessitates hospitalization.

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

4. No portable single ladder shall be over 8meters in length. The width between the side rails shall not be less than 30 cms. clear. And the distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used an extra majdoor shall be engaged for holding ladder.

5. The excavated material shall not be placed within 1.5meters of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavation shall be provided with necessary fencing and lighting.

6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

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

8. Workers employed on mixing & handling material such as asphalt, cement mortar or concrete & lime mortar shall be provided with protective footwear & rubber hand-gloves.

9. Those engaged in welding work shall be provided with welder’s protective eye-shields and gloves.

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

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

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

12. Hoisting machine and tackle used in the works, including their attachments, anchors and supports shall be in perfect condition.

13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength free from defect
SAFETY CODE

Suitable double type steel H frame scaffolds or suitable alternative arrangements shall be provided for workmen for all works that cannot be done safely from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

i) Scaffolding or staging more than 4 m above the ground floor, swung or suspended from an overhead support or erected with a stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened so as to prevent it from swaying from the building or structure.

ii) Moving or Suspended type scaffolding specifications: Instead of Double type H frame steel scaffolding, if any Contractor desires to use suspended type of scaffolding or any other type of arrangement, they may do so but it should be supported by the full specifications, methodology and other relevant details in order to study and approve the same by the Consultant. No such arrangement of scaffolding will be altered unless the same is approved by the Consultant / Bank.

iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m.

Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as prevent persons slipping into the excavations.

Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m in length while the width between side rails in rung ladder shall in no case, be less than 290mm or for ladder up to and including 3m in length. For longer ladders the width shall be increases at least 20mm for each additional meter of length.

OTHER SAFETY MEASURES

All personnel of the contractor working within the plant site shall be provided with safety helmets. The welder’s goggles while welding works and all metal workers shall be provided with safety gloves. Persons employed in metal cutting and grinding shall wear safety glasses. For polymer application suitable hand gloves and other safety equipment / devices shall be provided.

v) Adequate precautions shall be taken to prevent danger from electrical
equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

EXCAVATIONS & TRENCHING

vi) All trenches, 1.25 m or more in depth shall at all times be supplied with at least one ladder each 3 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 1 m above the surface of the Ground. Sides of trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m of the edges of the trench or half of the depth of the trench whichever is more. Undercutting shall be done. The Contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

DEMOLITION.

vii) Before any demolitions / chiseling / breaking work is commenced and also during the process of the work:

viii) All roads, open areas adjacent to the work site shall be suitably protected as directed by providing covered sturdy shed for thoroughfare of the staff, customers and public.

ix) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

x) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

PERSONNEL, SAFETY, EQUIPMENTS.

xi) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintain in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

xii) Workers employed on mixing asphaltic materials, Cement and Chemicals/Polymer shall be provided with protective footwear, goggles and hand groves as per the requirements etc.

xiii) Those engaged in white washing and mixing or stacking of cement Bags or any materials shall be provided with protective goggles.

xiv) Those engaged in welding works shall be provided with welder’s Protective eyesight lids.
xv) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

xvi) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

xvii) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed, on the work of lead painting the following precautions should be taken:

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

xix) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

xx) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

xxi) When the work is done near any public place where is risk of drawings all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
**HOISTING MACHINES**

xxii) Use of hoisting machines and tackle including their attachments, anchorages and supports shall conform to the following standards or conditions:

1 a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspensions shall be of durable quality and adequate strength and free from patent defects.

2 Every crane driver or hoisting appliance operator shall be properly Qualified and no person under the age of 21 years shall be in charge of any hoisting machine including scaffolding which or give signals to operators.

3 In case of every hoisting machine and of every chain ring hook, shackle Shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

4 In case of departmental machines, the safe working load shall be notified by the Engineer. As regards contractor’s machine, the contractor shall notify the safe working load of the machine to he Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

ii) Motors, gearing, transmission, electric wiring and other hoisting appliances should be provided with such efficient safeguards, hoisting appliances should be provided as will reduce to the minimum of the risk of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

iii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
iv) Adequate washing facilities should be provided at or near places of work.

v) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

vi) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

vii) Notwithstanding the above clause from (i) to (x vii), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force.
RUNNING A/C BILL (PRO-FORMA)

1] Name of Contractor/Agency : 
2] Name of Work 
3] Sr. No of this bill 
4] No and date of previous Bill 
5] Reference to Agreement No 
6] Date of written order to commence 
7] Date of completion as per 

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>As per tender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Qt</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Upto Previous R/A</th>
<th>UP to Date (Gross)</th>
<th>Present Bill</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qt</td>
<td>Amount</td>
<td>Qt</td>
<td>Amount</td>
</tr>
<tr>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

Sandeep govalkar design associates
Signature & Seal of Tenderer
### PROFORMA OF HINDRANCE REGISTER

Name of Work : Date of start of work :

Name of Contractor : Period of completion :

Agreement No : Date of completion:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Nature of occurrence of hindrance</th>
<th>Date of hindrance</th>
<th>Date by which hindrance was removed</th>
<th>Period of Hindrance</th>
<th>Signature of Architect</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>
PERFORMA OF PERFORMANCE GUARANTEE / FREE MAINTENANCE GUARANTEE AGREEMENT

FREE MAINTENANCE GUARANTEE AGREEMENT

NAME OF WORK: PROPOSED DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ACP CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI.

Having Aluminum Composite Panel (FR Grade). (Hereinafter referred to as the said work)

This Free Maintenance guarantee Agreement executed on , day of at by M/s (Name & Address) (hereinafter called “the Contractor”) and M/s (Name & address) (hereinafter called “ACP agency”), in favor of: NABARD having its Local Head Office at B.K.C, Bandra, Mumbai 400 051. (Hereinafter called “Bank”)

That after virtual completion of the said work and for and up to a period of 10 years thereafter i.e. up to day of , if at any time or times the ACP work, any other portion thus treated by the “Contractor” and/or “ACP Agency” starts failing and / or any way give way to the influence of distortion etc. due to the inadequacy of the work carried out or due to any other reason(excluding force majeure) whatsoever relating to quality / quantity of materials, workmanship, specifications etc, including the responsibility for any surface treatment, plumbing, drainage or any other work carried out by the contractor or the other agency, the “the Contractor” and/or “the ACP agency” should, without any extra cost, to the Bank or to the occupants, carry out necessary remedial measures to such extent and so often as may be necessary to free the said premises from damage etc. The question of whether there is any damage or the treatment has given way to defect after the completion of the work aforesaid and up to Shall be decided by the Bank and the decision of the Bank in this regard shall be final and binding on “the Contractor” and/or “ACP Agency”. “The Contractor” and/or “ACP Agency” shall reinstate the surface to its original condition after carrying out the rectification work, if necessary, by bringing new materials at no extra cost to the Bank.

In case “the Contractor” and/or “the ACP Agency” fails to carry out satisfactory remedial measures for stopping the damage within a period of 15 days after receiving a written intimation to that effect from the Bank, the latter will be authorized to get the work carried out by any other agency, at the risk and cost of “the Contractor” and/or “the ACP Agency” and the “the Contractor” and/or “the ACP Agency” shall be liable to immediately reimburse the amount so spent to the Bank. Regarding the adequacy of the remedial measures or the reasonableness of the expenditure so incurred, the decision of the Bank will be final and binding on “the Contractor” and/or “the ACP Agency”.

Sandeep govalkar design associates Signature & seal of the ACP agency
ADDITIONAL CONDITIONS

Notwithstanding anything contained herein above the following ADDITIONAL CONDITIONS shall be applicable for this contract / work.

1. SERVICE TAX & PRICE VARIATION ADJUSTMENT (PVA):

Rates quoted by the bidder shall be exclusive of service tax. All other taxes should be inclusive in the rates.

The rates quoted by the bidder shall remain firm throughout the contract / construction period. PVA & PVA Clause mentioned elsewhere in these documents shall not be admissible & applicable.

Note: Service Tax will be paid Extra, as per actual applicable to works contract.

2. WORKING SCHEDULE / BAR CHART:

Detailed working date schedule and bar chart for the work shall be prepared by the contractor and got approved from the Bank / Architect. A detailed flow chart of activities highlighting curing, setting time / period, pot life period / predecessor, successor & critical activities etc. shall also be prepared by the contractor for effective management of work and also to make a realistic bar chart / working date schedule.

3. RATES:

It may be noted that it is an item rate contract. Rates accepted by the bank shall be for all levels/height and lead unless otherwise specified in the schedule of quantities and shall be inclusive of all man, labour, supervision, materials, tools, equipment, water, electricity, taxes, insurances, arrangements, temporary works, over heads, collection & carting away & final disposal of rubbish & debris, regular cleaning of site etc. required to complete the works in all respect to the satisfaction of the architects / Bank and nothing additional or extra shall be paid on these accounts and / or on account of variation in rates / taxes and / or imposition of new tax / levy during currency of contract / work. Except for the items, taxes, works etc. for which there is a specific mention for additional payment in these tender documents.

4. RECORD & REGISTERS:

Receipts, Challans, Register for various purposes such as stock, issue, testing, progress monitoring, quality control, daily schedules etc. shall be opened and maintained by the contractor as mentioned in the tender documents and also other additional, if any advised by the Bank / Architect. These registers shall kept updated and shall be produced by the contractor for inspection / verification by the Bank / Architects.

5. ADHOC PAYMENT:

Pending scrutiny of Bill on the part of Bank, ad-hoc payments maximum up to 85% of the amount certified by the architects less recoveries if any may be made to the contractor.

6. TESTING:

The contractor shall be required to arrange for the Mix Design for the R.C.C. and testing of materials / works / RCC Cubes at the frequency as mentioned in these tender documents & as required as per IS:456 at the laboratory approved by the Bank / Architect at their (Contractor's) own cost. In case of inconsistency in the tests results / observations, repetitions of the tests shall be arranged by the contractor at his own cost and consequences. The contractor, at their own cost, shall arrange for the necessary equipments for testing at site, if felt necessary & advised accordingly by the
Architects / Bank during progress of the Work.

7. PROJECT IN-CHARGE OF CONTRACTOR:

The contractor by way of Power of attorney or by way of Authority letter will post an experienced person preferably with technical qualification as Project In-charge whose actions / inactions shall be deemed to be as if committed by the contractor / firm / company.

8. BANK GUARANTEE:

Bank Guarantee from any nationalized Bank other than NABARD or its associates can be accepted in lieu of initial security deposit, retention amount, total security deposit, under the accepted terms of the contract. Such Bank Guarantees are required to be in the format as approved by the Bank.

9. PERFORMANCE GUARANTEE:

The contractor shall be required to furnish a Performance Guarantee / Free Maintenance Guarantee in respect of the ACP work and its maintenance provided by them. Such performance Guarantee shall be valid for a period of 10 years from the date of completion of the work and shall be on the Performa enclosed with these tender documents.

10. WORKING CONDITIONS AT SITE.

The work has to be executed in open land. However the contractor has to ensure that the safety & security is not jeopardized. It will be the contractor's responsibility to ensure the same time to time and make necessary arrangements as required and/or advised by the Bank / Architects. The contractor must quote the rates keeping this fact in mind as nothing extra shall be paid on this account.

11. GENERAL:

(i) Unless otherwise specified in these tender documents mode of measurements specifications etc. shall be as per relevant IS codes.

(ii) Source of materials / samples / brands / makes etc. shall be got approved from the Bank / Architects before using. In case of deviations, decision of the Bank shall be final and binding and shall not be open for arbitration.

(iii) The Architects have their specific role/duties/rights as defined in these tender documents. The Architects will have right to see the quality, measurements, rates of substituted/extra items, part & reduced rates of items, acceptability of quality of materials & workmanship etc. However in the event of any dispute arising out of differences between the Contractor & the Architects, the Banks’ decision shall be final & binding on the Architects and the Contractor and shall not be open to arbitration.

(iv) The Contractor will extend full co-operation, support and all required assistance to Bank / Architect for discharging their duties and responsibilities efficiently and effectively.

(v) The dates & activities shown in the enclosed Bar Chart are indicative only. The items of work Masonry & plaster work shall be started & completed parallel to the associated items of Civil Works and within the time period mentioned in the NIT. The detailed execution & completion schedule shall be prepared, got approved & adhered to by the Contractor.
(vi) The contractor has to supply and adhere to the specific makes and specifications of all the items, which are mentioned in the separate list of approved makes. Any work found not as per the tender specifications & list of approved, the contractor has to replace the same without any delay. The contractor is instructed of get approval of all the materials to be used on this site before starting the work. He should provide different sample of materials for approval, before execution of work.

(vii) MTC: (Manufacturer Test certificate) Where ever applicable shall be arranged & submitted by the contractor.

(viii) The bidders submitting the EMD by way of Electronic Transfer of Firm’s NABARD account. If the Contractor found to be having malafide intention or submitted wrong information to the Bank for any reason, in that case the amount shall be recovered from any amount due to them and / or legal proceeding may be initiated against them and / or may be delisted from the panel at the sole discretion of NABARD.

(ix) Electricity / Power:

The Contractor has to arrange for the Electricity/ Power of their own within the rates quoted by them. There is no power connection at site. The contractor shall arrange for the power connection for the execution purpose & he shall be responsible for all liabilities arising out of it for the period starting from the date of taking over the connection to handing over back to the Bank on virtual completion of the work. Nothing shall be paid to the contractor by the Bank for obtaining the power, consumption of the power from this connection. He is responsible for coordination with the service provider & the bank.

(x) Water Supply

The Contractor has to arrange for the water suitable for construction & its storage at their own cost within the rates quoted by them.

SPECIAL CONDITIONS OF THE CONTRACT

1. Tenderers shall go through all documents before quoting rates, and provide for necessary cost as may be included in either bill or material or specifications.
2. Tenderer shall give prices in blank column. Entries in English made in ink. Arrive also at the grand total must also fill in all "Rate only columns" and sign all corrections.
3. Tenders shall be invalid unless all rates are filled in. No extra conditions shall be submitted. Tenders shall sign by all the legal partners of the firm.
4. Each of the tender documents shall be signed by the tenderer.
5. The tenderer whose tender is accepted shall be bound to implement the contract within eight days of intimation from Architect.
6. Work shall be done night and day without extra charge, if necessary.
7. Tenderers shall provide for stacking materials in such a way as to facilitate rapid checking of quantities.
8. Materials supplied by owner shall be used only in owner's site.
9. Contractors shall pay any local charges relating to execution of work.
10. Contractors shall allow in rates for all wastage.
11. Contractors shall arrange for all temporary connections.

Sandeep govalkar design associates

Signature & Seal of Tenderer
No extra shall be paid, bill of quantity sheets and drawings both are to be considered jointly and Architect is the final authority for the interpretation.

Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.

Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.

Contractors shall insure whole work against fire, PICT and third party.

Contractor shall submit samples of work for the approval of the architect before commencing the bulk of work. The rest of the work shall be completed only on the express approval of the architect.

The mentioned specifications to be applicable for all the tender items whether mentioned or not mentioned in the individual item description.

All aluminum section to be finished in 65-micron epoxy powder coated.

---

Signature of the Tenderer/s with the seal and sign of the company

Date: Place
Proposed Designing, Fabricating, Testing, Installing And Fixing In Position Curtain Wall With Acp Cladding On Pilot Basis In Nabard Residential Quarters, Damodar Parks, Ghatkopar, Mumbai.”

APPROVED MAKES

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CEMENT</td>
<td>AMBUJA / ULTRATECH</td>
<td>TATA / JK ORDINARY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PORTLAND CEMENT - 53 GRADE</td>
<td>SANGHI / BINANI LAXMI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- SANGHI / BINANI LAXMI</td>
<td>ON APPROVAL BASIS</td>
</tr>
<tr>
<td>2</td>
<td>BRICKS</td>
<td>GOOD QUALITY</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>APPROVED SOURCE</td>
<td>(SOURCE TO BE ON APPROVAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BASIS) - COMPRESSIVE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>STRENGTH NOT LESS THAN 35</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>KGS/CM²</td>
</tr>
<tr>
<td>3</td>
<td>SAND</td>
<td>FROM APPROVED</td>
<td>(SOURCE TO BE ON APPROVAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BASIS) - COARSE CLEAN RIVER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SAND FREE FROM SALT &amp; OTHER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>IMPURITIES</td>
</tr>
<tr>
<td>4</td>
<td>AGGREGATES</td>
<td>FROM APPROVED</td>
<td>(SOURCE TO BE ON APPROVAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BASIS)</td>
</tr>
<tr>
<td>5</td>
<td>ALUMINUM COMPOSITE PANEL</td>
<td>FROM APPROVED</td>
<td>(SOURCE TO BE ON APPROVAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BASIS)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Make: Euro Bond / Alto Bond /</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Alu Decor).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FR GRADE.</td>
</tr>
<tr>
<td>6</td>
<td>BOLDERS</td>
<td>FROM APPROVED</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(SOURCE TO BE ON APPROVAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BASIS)</td>
</tr>
<tr>
<td>7</td>
<td>REINFORCEMENT</td>
<td>ELECTRO KAMDHENU FRIENDS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fe 415 - ON</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>APPROVAL BASIS</td>
<td>THERM</td>
</tr>
<tr>
<td>8</td>
<td>PVC CONDUITS</td>
<td>(1.5 PRECISION CIRCLE ARC</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLIPSEL / NIHIR / AKG MM TH.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ISI &amp; FIA PLASTIC / KALPDEEP</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VRAJ / RPI</td>
<td></td>
</tr>
</tbody>
</table>

GENERAL NOTES

Sandeep govalkar design associates

Signature & Seal of Tenderer
THE CONTRACTOR WILL HAVE TO TAKE NECESSARY MATERIAL TEST AT HIS OWN COST FOR THE FOLLOWING MATERIALS PERIODICALLY OR AS AND WHEN REQUIRED BY THE ARCHITECT. THE MATERIALS SHOULD BE GOT TESTED IN AN APPROVED LABORATORY AND TEST REPORTS IN DUPLICATE SHOULD BE SUBMITTED TO THE ARCHITECT. IN CASE OF NON-AVAILABILITY OF ANY MATERIAL OF SPECIFIED MAKE, THE ALTERNATIVE SHOULD BE USED ONLY AFTER ITS DUE APPROVED BY THE EMPLOYER OR THE ARCHITECT

Structural repair makes:

Construction Chemicals for structural repairs, polymers, readymade repair mortar, integral waterproofing compound, crack filling compound, water proofing coating, elastomeric paint, APP membrane, water proof EXTERIOR TEXTURE etc.
(i) Sunanda chemicals, (ii) KRISHNA (iii) Fosroc, (iv) Sika, (v) BASF or equavalent approved make

Fibre PRE- wrap
(l) Tyfo, (ii) SIKA, (iii) BASF or equivalent approved make.
ANNEXURE
LETTER OF INDEMNITY AND UNDERTAKING
(To be stamped on Rs. 100/- non – judicial stamp paper as per rules applicable)

The Chief General Manager,
National Bank for Agriculture & Rural Development,
Haryana Regional Office, Plot no. 3,
Sector – 34 A
Chandigarh – 160 022
Dear Sir,

Sub: NABARD's Notice Inviting Proposal for Tender for DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ACP CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI

In consideration of National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') agreed to do renovation works (Civil & Electrical) with other Interior works as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'renovation works', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:
1. We, the ______________________ hereby declare and certify that we are the rightful owners/ licensees of the said renovation works offered for sale/ Supply and installation to NABARD and that the sale of the said renovation works to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy Rights Act. 1957 or any other Act for the time being in force.
2. We, the said ______________________ hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said systems supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, Servants, Agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said renovation works.
3. We, the said ______________________ hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers or servants or agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, subcontractors, suppliers, agent(s), employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Sandeep govalkar design associates
Signature & Seal of Tenderer
4. In Pursuance of the above we, M/s. __________________________ do hereby agree to indemnify and keep indemnified NABARD from any loss, damages, costs, charges, fine and expenses which may be incurred or sustained by NABARD on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, Octroi, service taxes etc. on the materials or otherwise during the discharge by us.

5. We M/s. __________________________ further agree and undertake to bear and pay the said taxes, duties, octroi etc. as and when imposed by the Government, Central or State.

6. We shall not revoke it without the written consent of NABARD

In witness whereof the __________________________ has put his hands and seal the month and year first herein above mentioned.

Schedule

(i)

(ii)

Yours faithfully

Name and Designation of Authorized Official

Signed and delivered by

The within named____________________________

In the presence of____________________________

(i) Witness

(ii) Witness
Part – II
Financial /Price Bid
**ARCHITECT / CONSULTANT**

**Sandeep Govalkar Design Associates**

**CLIENT : NABARD**

**SUBJECT: PROPOSED DESIGNING, FABRICATING, TESTING, INSTALLING AND FIXING IN POSITION CURTAIN WALL WITH ACP CLADDING ON PILOT BASIS IN NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI.**

**BILL OF QUANTITIES**

**NOTE : CONTRACTOR SHALL VISIT THE SITE FOR INSPECTION BEFORE QUOTE.**

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Particulars</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Providing &amp; supplying &amp; fixing panel of aluminium composite panel cladding in approved shape made out of 4mm thk ACP sheet material consisting of 3mm thk FR grade mineral core following NCB part IV fire and life safety (having 2 hours fire resistance in accordance to ASTM E119-12 and BS476 part 6 and 7 class 0) sandwiched between two aluminium sheets (each 0.5 mm thk of AA 5005/AA3105 grade) the aluminium composite panel cladding sheet shall be coil coated with kynar 500 based PVDF/ Lumiflon fluoropolymer resin (having 70:30 ratio of PVDF and acrylic) Polymer (service) coating of bottom face as specified. (Overall weight of ACP shall not be less than 7.5 kg/sqm). The main frame using shall consist of M10 X 100 SS anchor fasterner, 110 X 75 X 60 X 6 mm thk AL Bracket on beams &amp; 100 x 70 x 60 x 6mm thk AL Bracket on walls, 38mm X 38mm X 2.5 mm thk aluminium tube, AL pop rivets, 20mm X 20mm X 75mm X 2mm thk angle AL cleat, M6 x 70mm S.S. nut bolt, EPDM gasket, weather silicon including 'H' frame/ Bamboo scaffolding etc. Services wherever required. As per details drawings &amp; instructions of consultant/ architect. (Structure G+11 Storey) (Make: Euro Bond / Alto Bond / Alu Decor).</td>
<td>630</td>
<td>Sqm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Providing and applying two coats of water proof cement paint of approved manufacture and of approved coloured to the plastered surface including scaffolding, cleaning and preparing the surface, watering for two days etc. complete. (make:- snowcem / nitcocem / berger / approved equivalent) <strong>(Structure G+11 Storey)</strong></td>
<td>630</td>
<td>Sqm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Providing and laying polished shahabad stone flooring 25 mm to 30mm thick and required width wide in plain pattern on a bed of 1:6 C.M. including cement float, filling joints, with neat cement slurry, curing and cleaning etc. complete. <strong>(Structure G+11 Storey)</strong></td>
<td>15</td>
<td>Sqm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Round Wata:</strong> Providing and making cement mortar (1:4) watta at the juctions at ground level.</td>
<td>30</td>
<td>Rmt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT (Rs.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADD CGST 9%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADD SGST 9%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT (Rs.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SEAL & SIGN OF CONTRACTOR.