QUOTATION DOCUMENT

QUOTATION FOR INTERNAL PAINTING WORKS IN NABARD STAFF QUARTERS AT HIMGIRI APARTMENTS, KAUSHAMBHI, GHAZIABAD, U.P.

हिमगिरि अपार्टमेंट्स, कौसांभी, गाज़ियाबाद, (उ.प.) में स्थित नाबार्ड स्टाफ क्वार्टर्स की आंतरिक पेंटिंग हेतु कोटेशन

NABARD

NABARD, New Delhi Regional Office
Department of Premises, Security and Procurement
Regional Office, 24, Rajendra Place,
NABARD Tower, New Delhi – 110 008

Email: dpsp.delhi@nabard.org

BID

Name of the Bidder :

Address:

Contact No. of Bidder :

e-mail id :

Pre Bid Meeting: 11:00 hrs on 27 September 2021

Time & Date of submission of Bid : Up to 1430 hrs on 30 September 2021

Date & Time of opening of Bid : 1500 hrs. on 30 September 2021

(This document consists of 29 Pages)

EMD UTR NO.-
FORM OF QUOTATION

The General Manager/Officer-in Charge
National Bank for Agriculture and Rural Development
NABARD Tower,
Regional Office
New Delhi – 110 008

Date: September 2021

Dear Sir,

Quotation for “Internal painting works in NABARD Staff Quarters at Himgiri Apartments, Kaushambhi, Ghaziabad, U.P.”

Having examined the Quotation 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 Bid and in accordance in all respects of the quotation 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>A</th>
<th>Description of work</th>
<th>- Quotation for Internal painting works in NABARD Staff Quarters at Himgiri Apartments, Kaushambhi, Ghaziabad, U.P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Earnest Money Deposit</td>
<td>- ₹ 10,000/- (Rupees Ten Thousand only)</td>
</tr>
<tr>
<td>C</td>
<td>Time allowed for completion of the work</td>
<td>- 45 days which shall be reckoned from the 7 th day from the date of issue of work order.</td>
</tr>
<tr>
<td>D</td>
<td>Retention Money Deposit (RMD)</td>
<td>- 5% from the Final Bill</td>
</tr>
<tr>
<td>E</td>
<td>Initial security deposit i.e. ISD</td>
<td>- 2% of value of accepted tender value</td>
</tr>
</tbody>
</table>

We understand that the time for completion shown above shall be reckoned from the 7 th day from the date of issue of 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) ..................Bank, ......................Branch, .........................., New Delhi

ii) ..................Bank, ......................Branch, ..........................New Delhi

Type of account-Savings/Current
Bank Account No.
IFSC code of Bank/Branch

The names of partners of our firm are:

i) 

ii) 

iii) 

Name of the partner of the firm

Authorized to sign:

OR

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

Yours faithfully,

Signature of Tenderer
A. GENERAL INSTRUCTIONS TO THE CONTRACTORS
AND GENERAL CONDITIONS

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

2. The quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of NABARD. The contractor cannot make any financial claim on account of variation in the quantities.

3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

4. Rates should include all Taxes like Goods & Services Tax, Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.

5. Materials used should conform to relevant national codes or brand mentioned in the tender.

6. Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD will be final.

7. The items not covered in the Price Bid/ Schedule of Quantities of the Contract Document shall be paid at the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's OHP plus GST as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD with supporting documents.

8. Income Tax, Tax on GST and other taxes as applicable will be deducted from total payment due to the Contractor.

9. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and experience in their trade.

10. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him.

11. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

12. The entire work is required to be completed as specified in the tender.

13. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.

14. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc.
in connection therewith shall be on the Contractor’s account and payable by the Contractor.

15. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.

16. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet NABARD's Engineer/officials with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.

17. The contractor should engage qualified technical personnel in respective Engineering fields to supervise the work on regular basis as per the specifications and instruction of the Bank's Engineer/officials.

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

The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The original insurance policy will be with NABARD which will be jointly in the name of the Employer and contractor (first name should be NABARD) and the duplicate will be with the contractor.

The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the CAR (Contractors All Risk Policy) for insurance equal to the amount of issued work order for this work. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.
19. The Contractor shall indemnify the Employer against any losses and rectify the damages caused during execution of this work at its cost and risk. In case of delay in the damage rectification, bank will carry out the work at contractor's cost & risk and this expenditure will be deducted from its bill.

20. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.

21. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.

22. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

23. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.

24. The work should be carried out with least inconvenience to the staff. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the staff etc.

25. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. However, NABARD may assist the Contractor in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.

26. The Contract can be terminated by NABARD on 15 days’ notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.

27. On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.

28. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any 'T & P' and materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.

29. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

30. The successful contractor will be required to sign agreement in Rs 100/- non-judicial stamp paper in accordance with the draft agreement as per format in Annexure-'C' and the schedule conditions. The contractor shall pay for all stamps and
legal expenses, incidental thereto. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

31. Any defect which may appear within the **Defect Liability Period** after the Virtual completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.

32. The Security Deposit (SD) consists of EMD/ ISD and RMD will not bear any interest. The EMD of all the unsuccessful tenderers will be refunded. If the Tenderer withdraws his Tender before expiry of the validity period of the Tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD has the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.

33. Initial Security Deposit (ISD) of 2% of the accepted value of tender shall be provided by the successful tenderer in the form of Demand Draft from a scheduled Bank within 15 days of issue of work order. The EMD already furnished by the successful tenderer shall be taken into account while determining the above ISD. In other words EMD will become part of the ISD. The ISD will be liable to be forfeited in case the contractor commits breach of any of the terms and conditions of the contract or fails to complete the works. This forfeiture is independent of the liquidated damages provided for in the contract.

34. Security Deposit: In addition to EMD, Retention Money Deposit (RMD) will be deducted @ 5% of the gross value of the work done the Final Bill. In final bill of contractor, NABARD will refund the EMD amount of the contractor and the aggregate/total RMD amount which will be equal to 5% of gross value of final bill, will be retained by NABARD. This amount shall not bear any interest. The RMD already with NABARD shall be taken into account and adjusted towards Security Deposit (SD) while settling the Final Bill. The retained RMD amount will be refunded after Defects Liability Period i.e. one year from the date of Virtual Completion of works provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD, advised to contractor during defect liability period.

35. **Defects Liability Period**: One year from the date of Virtual Completion of works certified by NABARD.

36. Validity of Tender: 6 months from the date of opening of Bid.

37. Liquidated Damages: 0.25% of the accepted Tender Value per week or part of the week subject to maximum of 5% of the value of work (without extra items).

38. **PAYMENT**: The final bill shall be submitted by the contractor to the Employer within one week of the date fixed for completion of the work or of the date of certificate of completion. The payment of final bill shall be made by the employer within 45 days from the date of receipt of bill.

The final bill shall be accompanied by a certificate of completion from the Employer. Payments of final bill shall be made after deduction of Retention Money as specified in clause 34 of these conditions, which shall be refunded after the completion of the Defects Liability Period after receiving the Employer’s certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.
All bills shall be prepared by the contractor in the form prescribed by the Bank’s engineer/Official. The Final bill in proper forms must be duly accompanied by detailed measurements in support of the qualities of work done and must show deductions for all previous payments, retention money, etc.

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

The Employer will deduct retention money as described in clause 34 of these conditions. The refund of retention money will be made as specified in the said clause.

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

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

39. ARBITRATION

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

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

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

b. Member of Council of Arbitrators

c. Fellow of the Institution of Engineers

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

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

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party.

40. The Contractor will ensure strict observance of Covid Protocols announced by the Government/Civic Authorities from time to time.

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

Place :

Date :

NAME of firm and SEAL
B. SPECIAL CONDITIONS

1. The Quotation is strictly on Item Rate basis.

2. All the pages of the Quotation Document shall be signed by the Bidder.

3. NABARD takes no responsibility for delay / loss in post or non receipt of Quotation Documents.

4. Bids submitted by un-authorised agents and FAX / e-mails bids shall not be entertained / considered.

5. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarise themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.

6. Rates should include cost for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Final Bill payment will not be settled.

7. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines, scaffolding etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.

8. If the last date of receipt of Tender is a holiday, then submission of Tenders shall be shifted to next working day without change of time and venue.

9. The Bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers. The conditional rebate shall not be offered.

10. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.

11. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
   
   a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
   
   b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
   
   c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

12. No advance shall be paid towards mobilisation and cost of materials.
13. a. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor’s sole responsibility to protect NABARD staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.

b. The Contractor should take necessary Insurance cover (CAR policy – contractor’s all risk policy) at his cost for his persons employed at site and for Third Party on the basis of quoted amount in the tender. Policies should be taken in the joint names of NABARD and the Contractor for which first name should be NABARD.

c. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.

d. The contractor at his cost and risk should shift / displace the Bank’s furniture / fixtures etc. as per the needs to facilitate the job during the time of work and should re-shift the goods at its initial place without any damage.

14. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.

15. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.

16. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the NABARD’s representative.

17. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.

18. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer’s capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

19. The decision of NABARD in awarding the work shall be final and can not be subjected to arbitration.

20. NABARD reserves the right to accept/ negotiate/ reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and indisputable.

21. NABARD also reserves the right of super session of any of the conditions, stipulated in the Tender Document.

22. Rates quoted by the contractor shall be as indicated in the tender and may be extended further with mutual consent of NABARD and the contractor.
23. The work may be carried out during night and on Saturday/Sunday to complete the work within stipulated time period.

24. The electricity and water will be provided by the Bank free of cost at site.

25. All the glazed windows/doors etc. shall be masked properly to avoid spillage of the paint on glass etc.

26. Strict adherence in following product manufacturer's procedures for mixing, application, curing period, phased work allowance, coverage of individual products is desired.

27. Labours working on the scaffolding shall be provided by the Contractor with safety belts, helmets and they should wear the same while working. Labours seen not wearing safety belts & helmets shall be sent out of the work site immediately.

28. The scaffolding once provided for the repair/painting work shall be removed only after the entire repair/painting work is completed in all respects.

29. The contractor shall take insurance policy (All Risk Policy) on the basis of quoted amount in the tender in the joint name of NABARD and total premium will be paid by the contractor.

30. The contractor has to take all the safety measures during executing the painting of electrical installation. No water/paint shall be sprayed to damage the electrical installation, switches etc.

31. The contractor are advised to visit the site before quoting the rates for all items as well as the lump sum items. The quoted rate shall include all the prevailing taxes including Goods and Services tax etc.

32. No conditional rebate will be accepted.

33. The contractor may be asked to carryout the painting work during weekends and during the night. After completion of the works, the contractor has to clear by disposing off all the debris etc. from the site at no extra cost.

Accepted terms & conditions

Place :
Date :

DECLARATION BY THE BIDDER:

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

(SIGNATURE OF THE BIDDER)
NAME and SEAL
ADDRESS :
Place :
Date :
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this __________ day of __________ between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called "Employer") and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400 051 and Regional Office at NABARD Tower, 24, Rajendra Place, New Delhi-110 008 of the one part and __________________ (hereinafter called "Bidder") and having its registered office at __________________ of the other part.

WHEREAS the Employer is desirous of getting executed **Internal painting works in NABARD Staff Quarters at Himgiri Apartments, Kaushambhi, Ghaziabad, U.P.** and has caused Quotation (Bid) showing and describing the work to be done to be prepared by or under the direction of the Employer.

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

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "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 "said contract amount")

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Bidder 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 Bidder the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.

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

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

5. This contract is an item rate contract for the complete work to be paid for according to necessary supply, application and installation carried out at site and for achieving the desired performance in completing the painting and specified repair work in the tender at the rate contained in the Schedule of Rates or as provided / mentioned in the said conditions.

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

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

8. Time shall be considered as the essence of this contract, and the Bidder hereby agrees to complete the entire work within the time period prescribed in the tender reckoned from
the 7th day from the date of issue of work order subject nevertheless to the provision for extension of time as permissable by the Employer.

9. All payments by the Employer under this contract will be made only in Delhi.

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Delhi and only Courts in Delhi shall have the jurisdiction to determine the same to the exclusion of all other courts.

11. That the all the 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/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the Bidder is a company).

Signature Clause

SIGNED AND DELIVERED by the

National Bank for Agriculture and Rural Development by the hand of Shri

(Name & Designation)

In the presence of:

Witness #1
Signature:
Name:
Address:

Witness #2
Signature:
Name:
Address

SIGNED & DELIVERED by

If the bidder is a partnership firm or an individual should be signed by all or on behalf of all the partners.

in the presence of:
The COMMON SEAL OF:

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

Directors who have signed these If the bidder signs under Presents
Common seal, the signature
clause should tally with the sealing clause in the Articles of Association

SIGNED AND DELIVERED by the Bidder

If the bidder is signing by the by the by the hand of Shri Power of Attorney,
Whether a company or an individual

Duly Constituted Attorney.

In the presence of:
Witness #1

Signature:
Name:
Address:

Witness #2

Signature:
Name:
Address
D. SPECIFICATIONS

General

1. The entire painting work shall be done in first class manner. The contractor shall use ready made paints of best quality and of approved manufacturers such as Shalimar Paints, Jenson & Nicholson, Kansai Nerolac, Asian Paints, ICI Paints, Dulux, Jotun, Berger Paints, ACRO Paints etc. of appropriate grade as per Annexure "A" to this specification. The Contractor will not be permitted to carry out any mixing at site except for addition of thinners for thinning the paint which shall be carried out in the presence of Bank's Staff. The painting shall be done in approved shades for the various painting items. The necessary samples will be prepared by contractor free of cost at site for approval for painting items.

2. Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 sqm. for each patch) and also making up the broken arises edge of walls, columns, beams, sills, ceiling, etc. so as to match the existing surface.

3. Special care shall be taken by providing suitable covers, masking tapes, tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the staff, the rates quoted shall include covering of furnitures and for handling and re-arranging the furniture etc. and any damage to property caused by the Contractor shall be made good by the Contractor at his cost. The painting work in the office building shall be done in a sequence to complete all works required to be done, in as short a time as possible. The contractor has to wash and clean the floors, AC grills, windows etc. after his work in the area that has been completed.

4. No further coat shall be applied, till previous coat has completely dried. The contractor shall get the signature of ACT/Officer on each stage of the work as per attached format as Annexure B.

5. Additional coats shall have to be given without any extra cost, if instructed by the Bank, over and above the number of coats prescribed till the surface presents smooth and uniform finish.

6. After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed.

The contractor should include the cost of erecting scaffolding, ladder, jhulla etc. required for painting the building from inside and outside.
8. Care should be taken to paint electric wiring pipes/ batten/conduits for which no extra payment will be made.

**MEASUREMENTS**

All measurements shall be in metric units. Length and breadth to be measured correct to a centimeter. Deductions in measurements to be regulated as follows:

For Paint, French polish and Flat Paint / Plastic paint/ Interior- Exterior Emulsion Paint.

(a) No deduction shall be made for opening less than 0.5 sqm. and no addition will be made for jambs, sills reveals therein etc.

(b) Openings exceeding 0.5 sqm. shall be deducted and its jambs, soffits, sills etc. Will be measured.

**CO-EFFICIENTS TO BE APPLIED TO OTHER SURFACES TO GET PLAIN AREAS OF PAINTING**

**(a) Wooden doors, windows, partitions etc.**

***(MEASURED FLAT INCLUDING FRAME)***

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Coefficient</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Panelled doors and windows etc.</td>
<td>1.3 (for each side)</td>
</tr>
<tr>
<td>2</td>
<td>Flush Doors</td>
<td>1.2 (for each side)</td>
</tr>
<tr>
<td>3</td>
<td>Fully glazed doors and windows etc.</td>
<td>0.8 (for each side)</td>
</tr>
<tr>
<td>4</td>
<td>Carved or enriched work</td>
<td>2 (for each side)</td>
</tr>
<tr>
<td>5</td>
<td>Partly panelled and partly glazed doors, windows and partitions</td>
<td>2 (for both sides)</td>
</tr>
<tr>
<td>6</td>
<td>Fully venetianed or louvered (not with glazing)</td>
<td>1.8 (for each side)</td>
</tr>
<tr>
<td>7</td>
<td>Low railing with vertical balustrade and bracing and railing</td>
<td>0.50 (for each side)</td>
</tr>
</tbody>
</table>

**(b) Steel doors, windows etc.**

***(MEASURED FLAT INCLUDING FRAME)***

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Coefficient</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Plain sheet doors and windows</td>
<td>1.10 (for each side)</td>
</tr>
<tr>
<td>2</td>
<td>Flush glazed doors and windows</td>
<td>1.5 (for both side)</td>
</tr>
<tr>
<td>3</td>
<td>Collapsible gates, steel gates, railings etc.</td>
<td>1.1 (for painting all over)</td>
</tr>
<tr>
<td>4</td>
<td>Rolling shutters</td>
<td>1.0 (for each side)</td>
</tr>
<tr>
<td>5</td>
<td>Partly glazed and partly panelled / louvered doors, windows</td>
<td>0.8 (for each side)</td>
</tr>
<tr>
<td>6</td>
<td>M. S. Grill / W.I. Grill and expand metal / weld mesh / crimpnet mesh</td>
<td>1.0 (for painting all over)</td>
</tr>
</tbody>
</table>

**(c) General Work**

Expanded metal, grills, gratings, etc. 1.0 (for painting all over)

**(d) Steel frame with wooden doors, windows etc.**
(MEASURED FLAT INCLUDING FRAME)

1) Panelled doors & windows with MS chowkhat (1.30 (for each side) (single or double rebate )
2) Flush wooden doors and windows with MS 1.20 (for each side) chowkhat ( single or double rebate )
3) Glazed window with MS frame ( single or double 2.5 (for painting all over) rebate ) with grill etc.
4) MS wire mesh door with grill 2.0 (for painting all over)
E. DETAIL SPECIFICATIONS

I. Patch Repairing: - the Patch repairs shall generally be carried out as under:

(a) Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the Engineer.

(b) The surface to be patched, shall be wetted thoroughly and if plain, shall be raked or roughened up by hacking.

(c) The plastering shall be done as directed. The finishing coat shall match with the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.

(d) The cement mortar used shall be 1:6 (one part cement to six parts of sand by volume) and the work shall be done as directed by the Engineer.

(e) The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.

(f) Wide cracks in plaster, if any due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled with 1:2 cement plaster with the addition of "Groutex" or "Expandex" or "GP seal of M/s Pidilite") and surface finished with plaster of paris wherever required. The rates quoted for respective items shall be inclusive of this operation.

(g) Minor cracks in plaster due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled and finished with "SNOW FILLA" or "GP SEAL". The rates quoted for respective items shall be inclusive of this operation.

Measurement: The measurements of the patches exceeding 0.1 sq.m. in area shall only be recorded. The patching work having 0.1 sq.m. or less in area shall not be measured and paid for.

Scaffolding: Unless otherwise instructed by the Engineer, single/double scaffolding having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied together by horizontal members over which scaffolding planks shall be fixed.

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

The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work or actual painting.
However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

II Painting :

The work of painting, colour washing shall be done according to IS : 2395 (1966) and 1477 (1959) and shall be to the entire satisfaction of the Engineer.

1. Exterior painting :

The surface shall be prepared as directed and by removing any existing fungus or mold growth shall be completely removed by thoroughly scraping and rubbing down with bristle brush and sand paper and then washing down with clean water and allowed to dry. The surface shall be brushed with a soft bristle brush to remove any dust particles 24 hours after the wash.

With Exterior Acrylic Emulsion paint :

Preparation: The ready mixed Exterior quality emulsion paint shall be prepared strictly according to the manufacturer's specification.

Application of Painting: The painting shall be carried out as follows :

(i) Apply one coat of specified primer of approved quality, as required for patch plastering or area of putty etc.

(ii) Apply 1st coat of emulsion paint as per manufacturer's specification. The shade of the first coat shall always be one or two tone lighter than the final shade which would be achieved by adding white shade flat oil paint of the same specification. After allowing the first coat to dry, the excessive air holes, indentations, cracks etc. should be made up with putty to yield uniform plain surface.

(iii) After overnight drying and light sand papering of surface, apply second coat of emulsion paint of final approved shade.

(iv) If directed by the Engineer, additional coat of paint should be given to bring the surface to uniform shade and tone at no extra cost.

2. Painting for Interior surfaces :

(A) Oil Bound Distemper: The paint shall be of approved manufacturer and shade.

(i) Preparation of surfaces: The paint shall be prepared according to the instructions and as directed. In addition, before application of primer coat the
surface shall be cleaned with water and allowed to dry, if required in case of patch plastering and application of putty etc.

(ii) **Preparation of paint**: The paint shall be prepared strictly according to the manufacturer's instructions and specifications.

(iii) **Application of paint**:

(a) Before application of primer coat, the surface shall be thoroughly dusted and then a coat of approved primer shall be applied. After allowing the surface to dry, the surface shall be sand papered lightly and indentations, unevenness etc. shall be made up by giving a coat of putty to obtain a uniform and plain surface.

(b) First coat of oil bound distemper of approved brand and shade or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush.

(c) After allowing the surface to dry for a minimum period of 18 hours, light sand papering and touching up uneven spots with putty, second coat of oil bound distemper shall be applied. This coat may be of final shade where two coats of oil bound distemper is specified. Where painting is specified to be in three coats, the shade of paint of the second coat may be one tone lighter than the final shade. The third coat where specified shall be of final approved shade. The final coat of oil bound distemper shall always be finished by using rollers to obviate brush marks.

(B) **Interior grade flat oil paint or plastic Emulsion/Acrylic paint/ Premium Emulsion**: The paint shall be of approved manufacturer and shade.

(i) **Preparation of surface**: The surface shall be prepared as specified at 2 (A) (i) above.

(ii) **Preparation of paint**: As specified in 2A (iii) above under oil bound distemper.

(C) **Enamel painting : Wood and Plastered surface**:

a) While preparing surface in old wood work, accumulated dirt, grime, mold due to dampness etc. shall be removed and the surface examined for defects. all projections such as glue or whiting spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed and gaps filled with seasoned timber piece and made level with the rest of the surface.
b) Surface of previously painted wood work, if it is smooth and in good condition, shall be cleaned with white spirit or other detergent. Rub surfaces with abrasive paper, wash clean, remove with fresh water and allow the surface to dry. Defective and loose putty shall be replaced.

c) Where old painted surface has become badly blistered and cracked, the paint shall be completely removed either with blow lamp or with an approved quality paint remover.

d) In case of walls dados required to be painted with enamel paint, if the old paint is white or colour wash, distemper or oil bound distemper, the old coating shall be thoroughly scraped off till the original plaster surface is exposed. If old paint is oil paint and in good condition, surface shall be sand papered and cleaned.

e) Painting shall be carried out as much as possible in dry and warm weather. Two coats of paint shall be applied to the surface as per schedule of work.

Application of paint:

The enamel paint shall be of first quality unless otherwise specified. The painting work shall be carried out as per manufacturer's specification and as specified in 2-A (iii) above and the in coats specified under respective items.

3. Enamel painting to steel work:

a) The work shall generally be carried out as per I.S. 1477 (1959), wherever applicable and as directed by the Engineer.

b) The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scraping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by chipping or any other best known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.

c) Apply a coat of anti-corrosive metal primer of approved make, if required.

d) Apply a coat of putty to make the surface even and uniform.

e) Apply first coat of ready mixed enamel paint of approved make, quality and shade. The first coat shall be a tone lighter when compared to the final approved shade.

f) Apply finishing coat of approved shade as directed.

4. Painting C.I. G.I. Asbestos etc., pipes and fittings:

a) Paints: Paints, unless otherwise specified, shall be first quality enamel paint of approved make and shade. The primer coat shall be red oxide or any
approved suitable metallic primer ready mixed and of approved manufacture, if required.

b) **Preparation of surfaces**: All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away. The surface if wet, shall be sun dried.

c) **Application**: After preparing the surface, one coat of primer shall be applied. Care shall be taken to ensure that the surface is fully and completely covered, special attention being paid to the joints.

d) When the primer coat has dried up and before any moisture, dirt, dust etc. settles on the surfaces, paint of the desired shade shall be applied to pipes. Application shall be done with brushes and the paint shall be spread evenly. The surface shall be given two or more coats and shall finally present a uniform appearance.
Annexure- A

LIST OF APPROVED MAKE OF MATERIALS / TRADE.

Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.

The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD. The primer of same company has to be used.

If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

<table>
<thead>
<tr>
<th></th>
<th>Cement</th>
<th>ACC Cements, Ultra-tech Cements, Gujrat Ambuja or equivalent approved By NABARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Sand</td>
<td>River sand only.</td>
</tr>
<tr>
<td>3</td>
<td>Glazed Tiles</td>
<td>Jhonson, Kajaria, or equivalent approved by NABARD</td>
</tr>
<tr>
<td>4</td>
<td>Painting Material - OBD, Syenthetic Enamel Paint</td>
<td>Kansai Nerolac, Asian Paints, killick Nixon, Jenson &amp; Nicholson, ICI, Berger, Shalimar or equivalent approved by NABARD.</td>
</tr>
<tr>
<td>5</td>
<td>Acrylic Emulsion Paint (Interior) - Premium</td>
<td>Premium Emulsion of Asian Paint and Beauty Gold washable emulsion of Nerolac or equivalent</td>
</tr>
<tr>
<td>5</td>
<td>Acrylic Emulsion Paint (Interior) - Luxury</td>
<td>Royale Luxury of Asian Paint, Velvet touch of Dulux or equivalent</td>
</tr>
<tr>
<td>6</td>
<td>Emulsion Acrylic Paint (Exterior)</td>
<td>Excel Total of Goodlas Nerolac, APEX Ultima of Asian paints or equivalent</td>
</tr>
</tbody>
</table>
# Annexure – B

## CERTIFICATION ON EXECUTION OF WORK

<table>
<thead>
<tr>
<th>Tender Item No.</th>
<th>Brief Description of Work</th>
<th>Remarks of contractor personnel at site</th>
<th>Remarks of CT/ Official of NABARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Whitewashing in Flat No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Preparation of surface</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) Filling of cracks &amp; plaster of damage portion</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii) Application of 1st coat</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv) Application of 2nd coat</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and so on...</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

On the basis of above sample, the contractor will prepare the certification of work for each item of work and get it signed by the ACT/Bank official at each stage of the work for a given location.
INDEMNITY BOND  
(On Rs.200/- Stamp Paper)

Know all men by these presents that I, Shri…………………………………………………. of M/s ……………………………………………………………………………………………………………………………… do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and and Regional Office at NABARD Tower, 24, Rajendra Place, New Delhi-110008 M/s…………………………………………………………………………………………………………………… having their office at ……………………………………… on this …………. day of………………. 2021.

WHEREAS NABARD have appointed M/s………………………………………………….as the Contractor for their proposed work relating to “INTERNAL PAINTING WORKS IN NABARD AT HIMGIRI APARTMENTS, KAUSHAMBHI, GHAZIABAD, U.P.”

THIS DEED WITNESSETH AS FOLLOWS :-

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

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

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

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

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

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

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS :

(1) …………………………….  

(2) …………………………….
VIRTUAL COMPLETION CERTIFICATE

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

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

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

Signature of the Contractor

Place:                               Name :

Date:                                Address :

Seal
<table>
<thead>
<tr>
<th></th>
<th>ABSTRACT TO GENERAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
</table>
| 1 | Earnest money Deposit                     | An amount of **Rs.10,000/-** (Rupees Ten Thousand only) towards Earnest Money Deposit (EMD) by way of credit by electronic mode in the current account of NABARD indicated in NIT and the UTR number may be invariably quoted in the ‘Bid’.
| 2 | Date of commencement                      | Date of commencement shall be either two-weeks, from the date of issue work order to the contractor or day on which the contractor will take possession of site whichever is earlier.
| 3 | Period of Completion                       | 45 days from the 7th day of issue of Work Order
| 4 | Defects Liability Period                   | 12 months from the date of virtual completion.
| 5 | Agreed Liquidated Damages                  | 0.25% of contract value for each week of delay subject to maximum of 5% of the contract value (without extra items).
| 6 | Period of Final Measurement                | 30 days
| 7 | Retention money from Final Bill            | 5%
| 8 | Total retention money including Earnest Money and initial security deposit | As per Clause 34 of General Conditions of Contract.
| 9 | Period of honouring payment certificate    | 45 working days from final certificate.
| 10| Delayed Payments                          | No interest will be paid on this account
<table>
<thead>
<tr>
<th>Sr.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity per flat</th>
<th>Rate (Rs.)</th>
<th>No. of Flats</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wall painting with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gms/litre, of approved manufacturer, such as Asian, Berger and Nerolac manufacture of required shade and colour complete and after scrapping the existing paint and repairs of the surface to make it even and including water thinnable priming coat with cement primer and levelled by POP/putty etc. and finishing as directed by the bank to achieve even shade and colour (Two or more coats as required)</td>
<td>sqm</td>
<td>240</td>
<td></td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Painting with synthetic enamel paint of approved brand and manufacture of required colour on wood and steel work to give an even shade (Two or more coats as required)</td>
<td>sqm</td>
<td>116</td>
<td></td>
<td>13</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GST</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Amount (in words)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>:29:</td>
</tr>
</tbody>
</table>