

**National Bank of Agriculture and Rural Development,  
Head Office, Mumbai  
Department of Premises, Security and Procurement**



**Internal renovation including Installation of Modular Kitchen  
in 40 flats in NABARD Residential quarters at Damodar Park,  
Ghatkopar(W), Mumbai**

**TECHNICAL BID  
(PART – I)**

Name of the Tenderer : -  
Address : -

Pre-bid meeting : 11.30am on 17 July 2018  
Last date for submission of tender : Up to 14.30 hrs on 25 July, 2018

## **ANNEXURE A**

(to be submitted On Rs. 200/- Non-judicial stamp paper)

### **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 B. Naik, CGM, DPSP (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 mean 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 "Internal renovation including installation of modular kitchen in 40 flats at Damodar Park, 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.

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 :

#### **Commitments of the Employer**

- 1.1 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 from 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.

- 1.2 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.
- 1.3 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.
- 2 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 be 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 is being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

#### **Commitments of TENDERERS**

- 3 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 a 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 will not offer, directly or through intermediaries, 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, 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.
  - 3.2 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.
  - 3.3 TENDERERS shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principles or associates.
  - 3.4 TENDERERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

- 3.5 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.
- 3.6 The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 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.
- 3.8 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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 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.
- 3.12 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.

- 3.13 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 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.

4.2 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.480000/- 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. 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. 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. To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.
- iv. 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. 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.
- viii. 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 or 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.

6.3 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 Debabrata Sarkar (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 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.

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

8.4 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 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER.

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 - \_\_\_\_\_.

EMPLOYER

TENDERER

Name of the Officer

Chief Executive Officer

Designation

NABARD

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\*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.



## FORM OF TENDER

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

Date:

Dear Sir,

### **“Internal renovation including installation of modular kitchen in 40 flats in NABARD Residential Quarters at Damodar Park, Ghatkopar, Mumbai”**

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

S. No	Subject	Specification
a	Description of work	Internal renovation including installation of modular kitchen in 40 flats in NABARD Residential Quarters at Damodar Park, Ghatkopar, Mumbai
b	Earnest Money	Rs. 4,80,000/- (Four Lakh Eighty Thousand only)
c	Time allowed for completion of the work	The time of completion of the project shall be 3 months (excluding monsoon months) reckoned from the day of handing over the last flat for renovation work.
d	Retention Money Deposit (RMD)	5 % from every RA bill.
e	Initial security deposit	2% of value of accepted tender value

3. 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 in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Banker's are :

i) ..... Bank,  
Branch, ....., Mumbai .....

ii) ..... Bank,  
Branch, ....., Mumbai .....

iii) Type of account : Savings / Current account

iv) Bank Account No. :

v) IFS code of Bank and branch :

The names of partners of our firm are :

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney to sign the contract

(certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

## **B. SPECIAL INSTRUCTIONS TO THE CONTRACTORS**

1. The tenders shall be signed by the person/persons on behalf of the organisation having necessary Authorisation/Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).
2. Tenders containing false and/or incomplete information are liable for rejection.
3. **The Earnest Money Deposit of Rs. 4,80,000/-(Rupees Four Lakh Eighty Thousand only)** by way of Demand Draft drawn on any scheduled Bank favoring NABARD payable at Mumbai as mentioned in “Clause b” of Form of Tender shall be submitted along with the Technical bid (Part-1).
4. In case of successful Tenderer, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded as indicated at clause 34 of Section-C of Tender Document. In case of unsuccessful Tenderers, the EMD will be refunded only on award of Contract to the successful Tenderer. The EMD / SD will not bear any interest. 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 reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.
5. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be submitted separately in a sealed envelope as Part-2.
6. **Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.**

### **C. 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.
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 relevant Taxes, Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. Applicable GST shall be quoted separately in the price bid as per the given format. In case of change in GST rates, the same shall be applied over the quoted rates. No escalation of rates will be allowed for the entire contract period on any another account.
5. Materials used should conform to relevant International Codes.
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 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 (which include IT and overheads) plus GST as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
8. Income Tax 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/or 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 / Project Management Consultant and meet NABARD's Engineer/Consultant with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
17. The contractor should engage qualified technical personnel/supervisor in respective Engineering field/s to supervise the work on daily basis as per the specifications and instruction of the Bank's Engineer/Consultant. The supervisor shall maintain daily log book for the work done at site flat wise and get it certified on weekly basis by the Bank's representative/Consultant. The supervisor has to ensure that the work is being undertaken as per the bar chart/work schedule approved for the work. Weekly report of the work status is required to be submitted by contractor that shall be followed by review of work on site/NABARD Office.
18. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover ( All risk policy or Third party Insurance) in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees, or workmen. The decision of NABARD in this regard shall be final and binding.
19. The Contractor shall indemnify the Employer against any losses as per format given at **Annexure B** .
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 contractor by his own expenses and risk shall shift furniture, wall pictures/frames, fire extinguishers, clocks, other fixtures etc. if any in the area of work carefully and without any damage to a convenient place under intimation to the Bank for the convenience of work and shall reinstall the same in old place after completion of the work.
25. The work should be carried out with least inconvenience to the occupants. 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 occupants etc.
26. 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.
27. 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. The EMD of the contractor will be forfeited.
28. 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.
29. 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. It may be note that power hammers, breakers or any such equipment's shall not be allowed to use inside the flats for any work. 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.
30. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
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 Earnest Money Deposit/Security Deposit (SD) consists of EMD, ISD and RMD will not bear any interest. 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 or contractor commits breach of any of the terms and conditions of the contract, NABARD reserves the right to forfeit the EMD / SD. This forfeiture is independent of the liquidated damages provided for the contract. Any Tender not accompanied by the EMD will be rejected. The EMD of all the unsuccessful tenderers will be refunded.

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 / each Running Bill and Final Bill till the Security Deposit ( i.e. EMD, ISD plus RMD) amounts to 5% of contract value. 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 Security Deposit (SD) will not bear any interest. The security deposit will be refunded after Defects Liability Period 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.
35. **Defects Liability period** : One year from the date of Virtual Completion of works certified by NABARD.
36. Validity of Tender Rates : 3 months from the date of opening of Technical Bid (Part-1).
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.
38. PAYMENT: The contractor shall be entitled to receive payments on submission of interim bills of amount more than Rs. 40.00 lakh only during execution of work. The contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with NABARD/Consultant at site in the Measurement Book (MB). This is not only to regulate correctness of quantity but also to facilitate expeditious clearing of the bills. The interim bills submitted by the contractor will be paid by NABARD after all the statutory deductions viz. RMD @ 5%, IT @ 2% etc as applicable.

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

Place :

DATE :

NAME and SEAL

#### **D. SPECIAL CONDITIONS**

1. The Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay / loss in post or non receipt of Tender Documents.
4. Bids submitted by un-authorized agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.
5. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize 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 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 Bill will not be accepted.
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 Tenderers 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.
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 mobilization and cost of materials.

#### **13. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC**

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this



contract. The clause shall be held to include inter-alias, 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 insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the Employer and contractor and the policy lodged with the Employer. 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 1.25 times the amount of issued work order for this work** for his persons employed at site and for third party. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for any thing, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract. Policies should be taken in the joint names of NABARD and the Contractor for which first name should be NABARD.

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.

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 Engineer/PMC.
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 cannot 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 undisputable.
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. 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. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer.

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

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

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

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

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

The award of the Arbitrator shall be final and binding on the both the parties.

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

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

#### DECLARATION BY THE CONTRACTOR

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

Place :

DATE :

(SIGNATURE OF THE TENDERER)

ADDRESS :

NAME and SEAL

## **E. TECHNICAL SPECIFICATIONS**

### **Painting**

1. The entire work shall have to be of good quality. The contractor shall use materials of readymade paints of best quality and of approved manufacturers 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.
2. Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 sqm. for each patch) and also making up the broken arise, 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, tarpaulins etc. to prevent dust nuisance.
4. The contractor has to wash & clean the floors after his work in the area that has been completed.
5. No further coat shall be applied, till previous coat has completely dried up.
6. 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.
7. The contractor should include the cost of erecting scaffoldings, ladder, jhulla etc. required for painting the staircase / building both from inside and outside.
8. Care should be taken to paint switch boards, electric wiring on batten with paint similar to wall or ceiling as the case may be for which no extra payment will be made.
  - a. **MEASUREMENTS FOR PAINTING:** All measurements shall be in metric units. Length and breadth to be measured correct to a centimeter.
  - b. Deductions in measurements to be regulated as follows:  
For Acrylic emulsion paint interior/exterior, spirit polish, synthetic enamel paint.
    - a.No deduction shall be made for opening less than 0.5 sqm and no addition made for jambs, sills reveals therein etc.
    - b. Openings exceeding 0.5 sqm. shall be deducted and jambs, soffits, sills etc. measured.
9. **CO-EFFICIENTS TO BE APPLIED TO GET PLAIN AREAS OF PAINTING**
  - a. Wooden doors, windows, partitions etc. (**MEASURED FLAT INCLUDING FRAME**)

<b>S.No.</b>	<b>DESCRIPTION</b>	<b>SPECIFICATION / COEFFICIENT</b>
1	Panelled doors and windows etc.	1.3 (for each side)
2	Flush Doors	1.2 (for each side)
3	Fully glazed doors and windows etc.	0.8 (for each side)
4	Carved or enriched work	2 (for each side)

5	Partly panelled and partly glazed doors, windows and partitions	2 (for both sides)
6	Fully venetianed or louvered (not with glazing)	1.8 (for each side)
7	Low railing with vertical balustrade and bracing and railing	0.50 (for each side)

**b. Steel doors, windows etc. (MEASURED FLAT INCLUDING FRAME)**

S.No.	DESCRIPTION	SPECIFICATION / COEFFICIENT
1	Plain sheet doors and windows	1.10 (for each side)
2	Flush glazed doors and windows	1.5 (for both side)
3	Collapsible gates, steel gates, railings etc.	1.1 (for painting all over)
4	Rolling shutters	1.0 (for each side)
5	Partly glazed and partly panelled / louvered doors, windows	0.8 (for each side)
6	M. S. Grill / W.I. Grill and expand metal / weld mesh / crimpnet mesh	1.0 (for painting all over)

**c. General Work**

S.No.	DESCRIPTION	SPECIFICATION / COEFFICIENT
1	Expanded metal, grills, gratings, etc.	1.0 ( for painting all over)

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

S.No.	DESCRIPTION	SPECIFICATION / COEFFICIENT
	Panelled doors & windows with MS choukhat ( single or double rebate)	1.30 (for each side)
	Flush wooden doors and windows with MS choukhat ( single or double rebate )	1.20 (for each side)

S.No.	DESCRIPTION	SPECIFICATION / COEFFICIENT
	Glazed window with MS frame ( single or double rebate ) with grill etc.	2.5 (for painting all over)
	MS wire mesh door with grill	2.0 (for painting all over)

- 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 patch plastered, shall be wetted thoroughly and if plain, shall be 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 shall be grooved as directed and should be filled by polymer modified cementitious repair mortar such as Roff Plaster coat R 03 & 05 or equivalent make, as per manufacturer specifications. No payment will be made for 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 mentioned in schedule of quantities specifications. The rates quoted for respective items shall be inclusive of this operation.
  - h. **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 bamboo scaffolding ( or MS props, if required at site ) having two sets of vertical supports shall be provided for repair work. 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.

### **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 Bank's Engineer/Consultant.

#### **1. Exterior painting :**

The surface shall be prepared as directed and by removing any existing fungus or mould growth shall be completely removed by thoroughly scraping and rubbing down with water jet, bristle/scrap with brush and sand paper 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. All the cracks shall be properly defined with sharp edge tool, cleaned & filled the same & crevices with Latex caulking crack filler etc. complete generally or as per the manufacturer's specification and as directed.

#### **With Arylic waterproof exterior emulsion :**

Apply two coats of exterior emulsion as per manufacturers specification and colour/shade as approved by the Bank after applying a coat of exterior primer.

#### **2. Painting for Interior surfaces :**

**(A) Acrylic Interior Emulsion:** The paint shall be of approved manufacturer and shade.

(i) **Preparation of surfaces :** Old paint and neeru should be completely removed by scraping manually and using machine hand cutter till the original plastered surface to be exposed. After that, all loose particles should be removed with wire brush. Finally surface should be washed thoroughly with potable water and clean the surface from all impurities. Then the surface should be allowed to dry. Patch plastering should be done wherever it is required. Patches more than 0.1 sqm will be paid extra.

Apply two coats of Birla white wall care putty of about 3mm thickness as per manufacturer specification over the cleaned surface.

#### **Application of Wall Care Putty.**

The plastered surface after scrapping and patch plastering has to be brought to level by applying one coat of Birla putty MF to required thickness (not more than 3mm thickness). If more thickness is required to make the surface level in any areas, then the same has to be done in more than one coat of Birla Putty MF as per manufacturer specifications.

Then make the surface even & smooth with one or two coats of Birla Putty SF to required thickness (not more than 1.5mm thick). The unevenness on the surface may be removed by gently levelling the surface with very fine water proof emery paper, not less than 500 number, to get a glossy white surface. The surface should be brought to proper line and level to such an extent that no undulations could be visible and all the edges and corners should be finished very sharp to look like a narrow hair line.

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

(iii) **Application of paint :**

(a) Apply two coats of interior emulsion as per manufacturers specification and colour/shade as approved by the Bank. Paint shall be applied uniformly by using soft bristle brush and shall be finished with roller.

(iv) **Oil Bound Distemper :** As specified in (i), (ii) & (iii) above under acrylic interior emulsion

**(B) Enamel painting:**

**1. Wood and Plastered surface:**

a). While preparing surface in old wood work, accumulated dirt, grime, mould 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.



## **2. 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 scrapping 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.

## **3. Painting C.I. G.I. Asbestos etc., pipes and fittings :**

**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.

**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.

**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.

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.

## **Brick bat coba in toilet/bathroom floor:-**

- Brick bats shall be prepared out of whole, sound, well burnt bricks free from cracks and impurities.
- Surface over which brick bats it to be laid, shall be thoroughly cleaned with water. 12mm thick layer of cement mortar 1:3 with approved waterproofing compound at 1 kg/bag as base material shall first be laid. Over this base material brick bats of required sizes shall be partly embedded and the interstices shall be filled with cement mortar 1:5 with waterproofing compound at 1kg/bag which shall be finished with 20mm thick cement plaster layer in cement mortar 1:3 with waterproofing compound at 1kg/bag. Suitable wattas at the junction of wall and floors up to a height of 300mm or as directed shall be provided. The top layer of waterproofing treatment shall be finished with false marking if required.

- **Curing:** Wet curing shall be done at two stages. Once for 3 days when brickbats are embedded in base mortar and second time for 7days after interstices are filled up and top layer of cement mortar is applied.

**Drainage pipes and sanitary fittings :**

- **PVC/CPVC:** All watersupply pipes and fitting shall be of good quality CPVC ISI marked, dimensionally stables and not prone to mechanical damage in handling/ transportation. And all sewage/sullage lines shall be of ISI marked PVC pipes of adequate pressure rating as mentioned in the BoQ. All pipes shall be bearing I.S. quality or equivalent to the requirement by the Municipal Corporation or local Authority.
- **Sanitary Fittings:** All control valves, bib cocks, stop cocks, ball valves etc, shall be of the best approved quality.
- Where pipes have to be cut or rethreaded, ends shall be carefully filed out so that no obstruction to bore is offered. In joining the pipes, the inside of the socket and the screwed ends of the pipe shall be rubbed over with white zinc and few turns of hemp yarn wrapped round the screwed end of the pipe which shall then be screwed home in the socket with a pipe wrench. Care must be taken that all pipes and fittings are kept at all times free from dust and dirt during fixing.
- **Internal Work:** For internal work G.I. Pipes and fittings outside the walls shall be fixed by means of standard batten holder (gutti) and clamp keeping the pipe clear off the wall by 15 mm. Wherever directed by the Engineer-in-charge chasing of walls shall be done to embed pipes. All pipes and fittings shall be fixed truly vertical and horizontal or as directed by Engineer-in-charge. All embedded water pipes shall be wrapped in bituminous coated tape.

**Kitchen Platform:**

- The locally available best quality mirror polished granite slabs (maximum 3 pieces) of approved shade will be provided and fixed by pasting the same to the top surface of the counter(top surface of the Kadappa)
- Openings /holes of appropriate dimensions shall be provided on the slab to insert SS sink and for hose pipe from LPG cylinder.
- All exposed surfaces shall be shaped to the approved profile and polished to get the same finish of the top surface. The edge of the platform is to be moulded to full round with smooth finish.
- The granite skirting an the top boarder should be of locally available best quality granite of approved shade to match with the granite counter top

**Fixing of vitrified tiles on floors :** The old marble mosaic tiles from the floor and skirting, the cuddapah stone /RCC slab in the kitchen etc should be removed completely without damaging the base concrete. If any damage occurs to the concrete, it has to be made good with fresh cement concrete and the surface had to be brought to level. After cleaning the surface, a semi-viscous cement slurry layer has to be spread over the base concrete, which will act as a bond coat for the new tile / granite base course. The rich cement mortar of 1:4 of workable mix shall be spread over the cement slurry applied floor to receive the vitrified tiles / granite slabs. The same shall be fixed properly to line, level and slope with tapping with light weight hammer on all over the body of the granite slab / vitrified tiles. There should not be any entrapped air below the tiles / slab. After fixing of the slab / tile, there should not be any hollow sound after tapping with

coin. The tile joints are to be sealed with matching shade cemented pigment and cleaned properly.

**Fixing of vitrified/ceramic tiles on wall / dado /:** All the old tiles from the wall / dado / skirting area should be removed completely without damaging the base concrete / masonry. If any damage occurs to the concrete/masonry, it has to be made good with fresh cement concrete and the surface had to be brought to level. The painting over the walls are to be scrapped completely to remove the paint / neeru up to the cement plastered surface and subsequently the plastered surface is to be chipped with hammer & chisel thoroughly to make it sufficiently rough to receive the wall tiles. After cleaning the surface, a semi-viscous cement slurry layer has to be spread over the base concrete, which will act as a bond coat for the new tile / granite base course. The rich cement mortar of 1:4 of workable mix/tile adhesive mixed cement mortar as per manufacturer specification shall be applied over the cement slurried surface to receive the tiles in vertical position. The same shall be fixed properly to line and level by tapping with light weight hammer on all over the body of the tiles. There should not be any entrapped air below the tiles / slab. After fixing of the slab / tile, there should not be any hollow sound after tapping with coin. The tile / slab joint are to be sealed with matching shade cemented pigment and cleaned properly.

**Polymer Modified Cement Mortar and Anti corrosive coating.**

i) Break open the loose and damaged concrete. Remove loose rust from reinforcement by light tapping or hammering. Apply rust removing chemical such as Rusticide of M/s Sunanda / Dr. Fixit or other equivalent make on exposed surfaces of reinforcement. After 24 hours, wipe the reinforcement with cotton cloth and apply passivator coating using Polyalk Fixoprime of Sunanda make (or equivalent material from Dr. Fixit or any other approved brand) and cement slurry in the weight ratio 1:1.25 on the exposed surfaces of reinforcement.

ii) After 24 hours, apply first coat of bonding layer with Sunanda make Polyalk EP / other equivalent product as approved, Cement slurry in the proportion 1 : 0.5 by weight to concrete area.

iii) Before drying the bonding coat, place polymer modified cement mortar with Polyalk EP of Sunanda or other equivalent approved make in the ratio 1 Kg (Polyalk EP) : 5kg(Cement) : 15 kg(Quartz Sand) with controlled water @ 1 litre. Level the surface with trowel and finish the surface.

**SAMPLES FOR APPROVAL**

Contractor, before supply of material should show the samples of all the materials to the bank and get it approved.

**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 in this regard shall be at the Contractor's account.**

## **SAFETY CODE**

The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

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 metre.

Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.

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

The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.

All workers shall be provided with helmet, Safety Shoes and Safety belts.

- I/We accept to abide by the above scope of work & technical specifications.

Date :

Signature of tenderer

Place :

Name, Address & Seal

## LIST OF APPROVED MAKE OF MATERIALS / TRADE

1. 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.
2. 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.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Employer / Architect. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
4. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

S No.	Material	Brand
1	Wall putty	Birla white / J.K. white
2	Brick	First quality country burnt bricks
3	Interior Acrylic emulsion	Premium Emulsion of Asian Paint and Beauty Gold washable emulsion of Nerolac or equivalent
4	Exterior Acrylic Emulsion	Excel Total of Nerolac, Apex ultima Protek of Asian paints or equivalent
5	Elastic crack filling compound	Specified / Prescribed by the manufacturer viz. M/s. Sunanda specialty coatings pvt. ltd / M/s. Asian Paints / M/s. Nerolac / M/s. Dr.FIXIT / M/s. ICI Dulux or other approved equivalent make ( like of M/s Choksey, M/s Sika)
6	Silicon Sealant	M/s Dow Corning / M/s Sunanda speciality coating/ Dr. Fixit/ M/s Choksey Chemical or other approved equivalent
7	Polymer latex	Sunanda / Monobond / RBR / SIKA
8	Marine grade Ply wood conforming IS 710	Archidply, Century, Kitply, Greenply, Anchor, Mayur
9	Marine grade Block Board	Archidply, Century, Kitply, Greenply, Anchor, Mayur
10	Melamine Finish	Asian Paints or equivalent ISI make
	a) Latex	MM Foam or equivalent ISI make
	b) High density foam	U Foam or equivalent ISI make

11	Ceramic Tiles/vitrified homogeneous glazed tiles.	H&R Johnson, Kajaria, Nitco, RAK, Bell
12	Cement	ACC / Ambuja / L&T / Sankar / Ramco / Coromandel
13	Sand	Vaitrana river sand
14	White CEMENT	Birla White, JK
15	Glazing (Clear)	St. Gobain, Indo Asahi
16	Hardware for general	Dorma, efficient Gadgets, palladium, flora,
17	Sanitary Ware	Hindware, Parryware, Nyser, Cera
18	Sanitary Fittings	Jaguar equivalent ISI make
19	Stainless Steel sink	A.M.C. ,Diamond , Nirali
20	CPVC Pipes / fittings	Supreme / Finolex / Prince/ Ashirvad / Supreme/ Astral
21	Nahani Trap	NECO or equivalent ISI make
22	G.I. Pipe	TATA, Zenith, Jindal
23	Gate Valve	Leader or equivalent ISI make
24	Sanitary Convenience Fittings	Kimberly Clarke or equivalent
25	Aluminium Sections	Jindal / Equivalent
26	Rust Passivator	Ruskil / Rusticide / Equivalent
27	Super Plasticiser	Supercon 100/ Conplast 211
28	Water Proofing Compound	CICO / Algiproof /Impermo/ Fosroc/Dr. Fixit/Roff/Sunanda/Xydex
29	G.I. Fittings	R-Brand uink, Kirti or any other ISI marked.
30	W.C. Pan ,Wash Basin, Urinals	Parryware, Hindware / Equivalent
31	E.W.C Seats	Hindware, Parryware, Cera
32	PVC Flushing Cisterns	Commander , Flush-Flow, Hindware, Parryware
33	Mirrors /Glass	Asahi Glan, Saint Gobain, Modiguard
34	Adhesives Fevicol	SH, Araldite, Vamicol, fevicol

35	Premium quality Vitrified Tiles	RAK/Nitco/Marbonite/Johnson/Kajaria or similar equivalent brand. However, the final selection of the tiles shall be the prerogative of NABARD and the contractor has to procure the same material even if the same is not there in the approved list.
36	Granite slab	16-18 mm thick granite slab of approved colour and shade (The sample of the granite slab has to be approved by Bank and the basic price of granite inclusive of GST at shop level shall be Rs 210/- per sqft).
	Modular Kitchen	
37	MARINE PLYWOOD	CENTURY PLYWOOD, KITPLY – KIT GOLD, ANCHOR, WESTERN INDIA PLYWOODS, GREENPLY, AEON EQUIVALENT APPROVED BY NABARD
38	LAMINATE	GREENLAM, MERINO, EQUIVALENT APPROVED BY NABARD
39	SYNTHETIC RESIN	FEVICOL, ARALDATE, VAMICOL
40	304 GRADE S.S. FITTINGS/ACCESSORIES	HETTICH, EBCO, HAFELE, SLEEK, SAI ANY OTHER EQUIVALENT APPROVED BY NABARD

## ARTICLES OF AGREEMENT

## ANNEXURE-A

( On a Rs 200/- Non- Judicial stamp paper)

ARTICLES OF AGREEMENT made *on* this ..... day of ..... (month) ..... between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and *M/s* ..... (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at .....  
*Mumbai* ..... of the other part.

WHEREAS the Employer is desirous of getting executed the work of “**Internal renovation including installation of modular kitchen in 40 flats at Damodar Park, Ghatkopar, Mumbai**” and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid 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 *technical* & Price Bids 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 themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.



4. This contract is an item rate contract for carrying out the work of “Internal renovation including installation of modular kitchen in 40 flats at Damodar Park, Ghatkopar, Mumbai” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.

5. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.

6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at it’s sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.

7. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.

8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within 3 months from the date of handing over the last set of flats for renovation work by NABARD as prescribed in the tender, subject nevertheless to the provision for extension of time as permissible by the Employer.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.

10. That the all parts of this contract have been read 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.

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 AND DELIVERED by the Tenderer

(Name, Signature & Designation)

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

**INDEMNITY BOND**

Annexure B

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-KurIa Complex, Bandra(E) Mumbai-400051 and M/s ..... having their registered office at ....., Mumbai – 40051 ..... on this ..... day of ..... 2014.

Whereas NABARD have appointed M/s ..... as the Contractor for their proposed work relating to “Internal renovation including installation of modular kitchen in 40 flats at Damodar Park, Ghatkopar, Mumbai”.

**THIS DEED WITNESSETH AS FOLLOWS :-**

I/We, on behalf of M/s ..... hereby do indemnify *to keep NABARD and its Employees harmless* against and from

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

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

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.

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 M/s ..... *has set their hands on this .....day of .....*

SIGNED AND DELIVERED BY THE AFORESAID M/s ..... through their authorized representative (Shri .....).

Signature

**IN THE PRESENCE OF WITNESSES :**

- 1. Name & Signature :
- 2. Name & Signature:

**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 on \_\_\_\_\_.

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 :

Date :

Name :

Address :

Seal :

Certification by Consultant

Certification by NABARD

**Performance Undertaking from the contractor**

( On a Rs 200/- Non- Judicial stamp paper)

National Bank for Agriculture and Rural Development  
Plot No. C-24, G Block,  
Bandra-Kurla Complex  
Bandra(E)  
Mumbai- 400 051

**WHEREAS**

The National Bank for Agriculture and Rural Development(NABARD) is desirous of getting the waterproofing works at the toilets, bathrooms and kitchen votas proposed to be renovated under the work of “Internal renovation including installation of modular kitchen in 40 flats at Damodar Park, Ghatkopar, Mumbai” (hereinafter referred to as “the said buildings”) and for that purpose invited tenders.

1. Pursuant to the acceptance by NABARD of the tender dated \_\_\_\_\_ submitted by us, on which NABARD has issued work order No \_\_\_\_\_ (hereinafter referred to as “the said order”) and accepted us on \_\_\_\_\_ (date).

2. It is of the said order that works of water proofing treatment to the proposed toilets and bathrooms (hereinafter referred to as the said water proofing works) shall be carried out as per the tender specifications.

3. It is also one of the terms of the said order that we shall furnish to NABARD a performance undertaking against any defect which may arise in a period of 60 months from the date of virtual completion pertaining to both the materials and workmanship in respect of the said water proofing works and which performance undertaking shall be signed by M/s \_\_\_\_\_ and which shall be valid for a duration of 60 months from the date of virtual completion of the said water proofing works.

**NOW, THEREFORE, THIS PERFORMANCE UNDERTAKING WITNESSETH THAT:**

1. We have carried out the said water proofing works. We have read and understood the terms and conditions of the said water proofing works as specified in the said order.

2. After virtual completion of the said water proofing works, if at any time or times the said water proofing works treated by us start leaking or any way get damaged to the influence of seeping water including forming wet patches, dampness etc. either due to the inadequacy of the work carried out or due to any other reason, whatsoever relating to the specifications, workmanship etc., we hereby undertake to carry out necessary remedial measures upto 5 years from the date of virtual completion of the said water proofing works to such extents so and often as may be necessary to free the premises from such leakage/dampness without any extra cost to the NABARD. The decision of NABARD in regard to the question as to whether there is any leakage or the treatment has given way to water or moisture shall be treated as final and binding on us. We shall diligently, efficiently and satisfactorily rectify the defects or faults detected/arising, during the aforesaid period to the full satisfaction of

NABARD and also undertake to attend to the rectification work and reinstate the surfaces disturbed to its original condition after carrying out the rectification work, if necessary, by arising new materials at no extra cost to the NABARD.

We shall not revoke it without written consent of NABARD

Signed by:\_\_\_\_\_

For & on behalf of M/s\_\_\_\_\_

Date :

Place :