

Replacement of Firefighting System at NABARD Regional Office, New Delhi
(For empaneled contractors / vendors only)



NABARD
Regional Office, 24, Rajendra Place,
NABARD Tower, New Delhi - 110008

Email: liaison.delhi@nabard.org

TECHNICAL BID

(PART – I)

Name of the Tenderer:

Address:

Pre Bid Meeting: 14:30 hrs. on 27 March 2020

Time & Date of submission of tender: Up to 14:30 hrs.
on or before 10 April 2020

FORM OF TENDER

The General Manager /OIC
NABARD
New Delhi Regional Office,
NABARD Tower,
24, Rajendra Place,
Delhi -110008

Date: - 20 March 2020

Dear Sir,

Replacement of Firefighting System at NABARD Regional Office, New Delhi

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

MEMORANDUM

A	Description of work	Tender for "Replacement of Firefighting System at NABARD Regional Office, New Delhi"
B	Earnest Money	Rs. 15,000/-
C	Time allowed for completion of the Work	10 weeks from the day of issue of work order
D	Retention Money Deposit (RMD)	5% of amount quoted by vendor
E	Performance Security / Initial Security Deposit	2% of accepted value of tender

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 Banker's are:

..... Bank, Branch,, New Delhi

..... Bank, Branch,, New Delhi

Type of account : Savings / Current account

Bank Account No.

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

A. SPECIAL INSTRUCTIONS TO THE CONTRACTORS

- i. Intending contractors (bidders) are required to submit their profile by giving details in the enclosed proforma about their organisation, experience, professional personnel in their organisation, competence, etc. along with documentary evidences.
- ii. 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).
- iii. If the space in the proforma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of application, if required.
- iv. Tenders containing false and/or incomplete information are liable for rejection.
- v. The contractor must have qualified and experienced professionals in the respective discipline and their bio-data should be submitted in the Technical Bid.
- vi. The Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand Only) by way NEFT/RTGS payment receipt shall be submitted along with the Technical bid (Part-1).

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

Performance Security or Initial Security Deposit (ISD) is to be deposited by the successful bidder who has been awarded the contract. This shall either be deposited directly into our Bank account through online payment or Account Payee Demand Draft or Banker's Cheque from any of the nationalized commercial banks. The amount of Performance Security / Initial Security Deposit shall be 2% of the accepted value of the tender, to be deposited by the vendor within 15 days of intimation of acceptance of his tender. Performance Security / Initial Security Deposit should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. However, the Security is liable to be forfeited in case the vendor / contractor commits breach of any of the terms and conditions of the contract or fails to complete the work or deliver the goods / services. EMD should be refunded to the successful bidder on receipt of PS / ISD in full. In case the vendor desires the EMD to be adjusted against the PS / ISD, the PS / ISD for the balance amount shall be obtained.

Retention Money Deposit (RMD) at the rate of 5% is recovered from the final bill amounting to the figure stipulated in the tender document at the time of invitation of

tender. This sum is arrived at after adjusting the amount of EMD / ISD. The EMD / ISD together with RMD will constitute Security Deposit. While determining the RMD, the EMD / ISD already with the bank shall be taken into account. The RMD will be released as per the terms and conditions of the tender.

- vii. The rates for each item as per scope of work shall be quoted by the bidder in the Price bid to be submitted separately in a sealed envelope as Part-2.
- viii. Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.

B. GENERAL INSTRUCTIONS

1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

- i)** The bidders should quote their rates in figures and words where the quantities have been indicated in the relevant items of the schedule of quantities, failures to do so may invalidate the tender. Erasing or over writing shall not be allowed. Corrections in the tender should be avoided if this becomes unavoidable, the entire rate (and not a portion only) shall be scored out and signed (not simply initialed) by the bidder as token of such cancellation. A fresh rate in specified manner shall then be correctly written.
- ii)** In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, the legal documents in support thereof must be produced for inspection and the same in the case of the firm carried out by one member of a joint family.
- iii)** All corrections are to be signed by the contractor.
- iv)** The bidder is to quote this rate in ink/type both in words and figures in English. The tender shall be clearly and legibly written and whole writing must be by the hand of the person signing the tender and with the same pen and ink/type.
- v)** The employer (NABARD) reserves to itself the right to accept the lowest or split up and distribute any items of work to any specialist firm or firms without assigning any reason. The employer reserves the right to split up and distribute the work to more than one bidder, if necessary. Signature/initial with company seal on each page will be deemed to be the acceptance of the contents of this tender paper by the bidder.
- vi)** Bidder shall note that their tenders shall remain open for acceptance for a minimum period of **three months** from the date of opening the **financial bid**. The tender must be unconditional. Conditional tenders may be summarily rejected.

2. RATES TO INCLUDE:

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

- I. Necessary cost of taking samples of materials supplied by them for installation including pipes, cement and steel, wood/tiles etc., testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.
- II. Submission of test reports of other materials as may be specified by Bank.
- III. Rates should include all prevailing Taxes, 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.
- IV. Rates should include for removal of debris out of work site to the safe limit earmarked in the premises on a daily basis, removal of debris out of the premises and dumping to Municipal Corporations dump yard periodically, removing stains and cleaning the site thoroughly. Contractor shall obtain a certificate to that effect from the bank's caretaker. This certificate should be submitted along with the bill and unless the same is done to the satisfaction of the Bank, the Bill will not be accepted.
- V. Electricity and water will be provided by NABARD free of cost.
- VI. The basic rate of the item means prevailing market rate excluding GST. The quoted rate shall include the cost of all minor/sundry items to make it functional.

3. WORKING HOURS:

Since the site is a Working Office, the Contractor has to execute the work in phases in consultation with bank's representative. No extra payments will be made to the contractor on account of carrying out the works during holidays and at odd hours. For arranging the work on holidays and after office hours, the contractor has to obtain special written permission from NABARD in advance.

4. STORAGE OF MATERIALS:

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

5. LABOUR HUTMENT:

Shelter or stay for the labour has to be arranged by the contractor himself at his own expense and responsibility.

6. IDLE LABOUR AND EXTENSION OF TIME:

In case the construction work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions as per General conditions of contract, the contractor shall be allowed reasonable extension of time by the employer but any additional/ extra claim for payment to idle labour/tools/establishment/plant etc. during this period shall not be the liability of the employer. Contractor's quoted rates should include for all such contingencies.

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

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

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

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

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

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

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

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

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

C. GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the

Employer. The Employer issue written instructions, details directions and explanations, in regard to:

- A. The variation or modification of the design / quality or quantity of works or the addition or omission or substitution of any work.
- B. The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- C. The demolition removal and / or re-execution of any work executed by the contractor/s.
- D. The dismissal from the work of any persons employed there upon.
- E. The opening up for inspection of any work covered up.
- F. The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

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

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

2. **TENDERERS SHALL VISIT THE SITE**

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

3. **TENDERS**

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

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

The schedule of quantities shall be filled in as follows:

- i) The “Rate” column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the “Schedule/ Bill of Quantities”.
- iii) All corrections are to be initialled.
- iv) In case of any errors / omissions in the quoted rates, the rates given in the tender marked ‘original’ shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender paper.

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

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

The works will be paid for on the basis of actual equipment installed / work done and not as “lump sum” contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer.

The employer has the power to add to, omit from any work as described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer.

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

4. AGREEMENT

(i) The successful contractor will be required to sign agreement in Rs 200/- non judicial stamp paper in accordance with the draft agreement as per format in Annexure-A 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.

(ii) On completion of the work, the contractor is required to execute performance guarantee for the period as specified by OEM for each item or the complete system as a whole on Rs. 200/- non-judicial stamp paper as per the agreement format in Annexure-C. The contractor shall pay for all stamps and legal expenses, incidental thereto.

5. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

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

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

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

6. TAXES AND DUTIES

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

7. NOTICES AND STATUTORY REGULATIONS:

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

8. QUANTITY OF WORK TO BE EXECUTED

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

Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the completion of the works.

9. EARNEST MONEY AND SECURITY DEPOSITS

- (i) An amount of Rs. 15,000/- (Rupees Fifteen Thousand Only) towards Earnest Money Deposit (EMD) of by way of NEFT/RTGS to be submitted along with the 'Technical Bid'. The Tender without initial part amount of EMD shall be rejected out rightly.
- (ii) In case of successful bidder, the **EMD** will be retained with NABARD and will be refunded as per conditions of the tender. In case of unsuccessful bidders, the EMD will be refunded only after award of Contract to the successful bidder. The EMD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD. Any tender not accompanied by EMD will be rejected.

(iii) Security Deposits / RMD: Performance Security or Initial Security Deposit (ISD) is to be deposited by the successful bidder who has been awarded the contract. This shall either be deposited directly into our Bank account through online payment or Account Payee Demand Draft or Banker's Cheque from any of the nationalized commercial banks. The amount of Performance Security / Initial Security Deposit shall be 2% of the accepted value of the tender, to be deposited by the vendor within 15 days of intimation of acceptance of his tender. Performance Security / Initial Security Deposit should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. However, the Security is liable to be forfeited in case the vendor / contractor commits breach of any of the terms and conditions of the contract or fails to complete the work or deliver the goods / services. EMD should be refunded to the successful bidder on receipt of PS / ISD in full. In case the vendor desires the EMD to be adjusted against the PS / ISD, the PS / ISD for the balance amount shall be obtained.

Retention Money Deposit (RMD) at the rate of 5% is recovered from the final bill amounting to the figure stipulated in the tender document at the time of invitation of tender. This sum is arrived at after adjusting the amount of EMD / ISD. The EMD / ISD together with RMD will constitute Security Deposit. While determining the RMD, the EMD / ISD already with the bank shall be taken into account. The RMD will be released as per the terms and conditions of the tender.

10. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

11. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same. On or before the 'Day of Completion' stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

- a. By force majeure, OR,
- b. By reason of any exceptionally inclement weather, OR,
- c. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, then through the Contractor's won default, OR,
- d. By the works or delays of the contractor's men engaged or nominated by the Employer and not referred in the Schedule of Quantities and / or specifications, OR,
- e. By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders, OR,
- f. By reason of the Employer's instructions, OR,
- g. In consequence of the contractor not having in due time, necessary instructions from the employer for which he shall have specifically applied in writing ahead of time, giving the employer reasonable time to prepare such instructions, the Employer shall make a fair and reasonable extension of time for completion of the Contract works, OR,
- h. In case of such strike or lock-out, the Contractor shall as soon as possible; give written notice thereof the Bank, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all they may reasonably be required, to the satisfaction of the Bank to proceed with the work. The Contractor on starting the works shall furnish to the Employer a PERT / CPM Programme/Bar chart for carrying out the work stage in the stipulated time for the approval of Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week, a weekly progress report stating the number of skilled and un skilled labourers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the Employer within 07 days in advance of all drawings and detailed required by him from time to time. The Contractor shall adhere to the approved program and arrange for the materials and labour etc. accordingly. Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the

Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

12. LIQUIDATED DAMAGES

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

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at rate of 0.25 % of contract value for each week or part of the week of delay subject to maximum of 5% of the contract value.

13. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

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

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

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

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

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

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

14. REMOVAL OF IMPROPER WORK

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

15. SITE ENGINEER

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

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. The Employer's representative shall have no power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Employer.

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

16. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall

employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

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

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

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

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act. 1970 and Central Rules, 1971
- e) Apprentices Act 1961
- f) Minimum Wages Act
- g) Any other Act or enactment relating thereto and rules framed there under from time to time.

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

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers' are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases.

The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

18. DISMISSAL OF WORKMEN

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

19. ASSIGNMENT

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

20. 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 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 or 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.

21. CERTIFICATION

Before submitting the final bill for the work, the contractor shall obtain a certification from the Employer (NABARD) for proper completion of work. The certification will depend upon the Schedule of Quantities.

The Employer 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.

22. PAYMENTS

The bills in proper forms must be duly accompanied by warranty certificates etc. in support of the qualities of installations done and must show deductions for all previous payments, retention money, etc.

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.

Final 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 10 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.

23. VARIATION / DEVIATION

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

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

24. SUBSTITUTION

Substitution is generally not allowed; in case of exception it will be permitted after the approval of the Bank in writing for any such substitution well in advance.

Materials designated in this specification shall be preferred first and in case of non-availability those mentioned in BoQ the substitution by "Equal" or "Other approved" etc. needs approval of the Bank's engineer in writing.

25. CLEARING SITE ON COMPLETION

Special care shall be taken by providing suitable covers like tarpaulins, polythene sheets etc. to prevent dust nuisance and for protecting furniture, workstations, computers, costly equipment and parked vehicles in the influence area of his work in the premises. The work shall be carried out without any inconvenience to the staff, the rates quoted shall include all the above precautions and for handling and re-arranging the furniture etc. and place in its original position after completion of work and any damage to property caused by the Contractor shall be made good by the Contractor at his cost. The contractor has to wash and clean the floors in the influence area of his activities at his cost after his daily completion of work.

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

26. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear within the defect liability period after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

27. CONCEALED WORK

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

28. IDLE LABOUR

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

29. SUSPENSION OF WORKS

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

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

30. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days' notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer

or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

31. ARBITRATION

All dispute or differences of any kind whatsoever shall first resolve amicably between NABARD and the contractor. After that only 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 person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority should make the selection and appoint the selected person as the Sole Arbitrator.

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

The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer.

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

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

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

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

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

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

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

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

D. SPECIAL CONDITIONS OF CONTRACT

1. SPECIFICATIONS

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

No claim for payment for extra work shall be allowed unless the said work shall have been executed (Authorities notices, patent right and royalties) or by the Authorities of directions by Bank as herein mentioned.

2. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications pertaining there to) and as advised by Employer from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be included in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India.

The works are required to be carried out at all levels of the Building and the contractor is required to make his own arrangement for lifting the materials as also removing the debris from all floors at all levels. **The use of lifts of the building for shifting of materials and for removal of debris is strictly prohibited.** The bidder needs to quote the rates accordingly.

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

- a. Labour, maintenance fixing, carrying, cleaning, making good, hauling, watering etc.
- b. Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.

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

3. MATERIALS AND WORKMANSHIP

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

4. PROGRAMME OF WORKS

Contractor shall have to prepare and submit a time bound work chart giving details of the stages of work and completion of each stage. This work chart and timings shall be strictly followed. Time is the essence of this contract and hence timelines shall be strictly followed.

5. UNFIXED MATERIALS

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

6. CUSTODY AND SECURITY OF MATERIALS

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

7. RATES

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initiated by the contractor. Rates quoted by the contractor for the same item in different schedules will be same and in case different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. In case of discrepancy between figures and the words the rate quoted in words shall be taken as correct one.

8. EXTRA ITEMS RATES

The price of all additional items / non-tendered items will be worked out on the basis of standard market rates of similar items. If similar items are not available, 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 (Overhead profit) plus taxes as applicable.

The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of the NABARD.

9. FAILURE BY CONTRACTOR TO COMPLY WITH EMPLOYER'S INSTRUCTIONS

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

10. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The contractor shall furnish the Employer the following:

- a. Detailed industrial statistics regarding the labour employed by him etc.
- b. The Power of Attorney, name and signature of his authorized representative who will be in charges for the execution of work.
- c. The list of technically qualified persons employed by him for the execution of this work.
- d. The total quantity and quality of materials used for the works.
- e. The list of plant and machinery employed for this work.

11. FORCE MAJEURE

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

12. ACTION WHERE THERE IS NO SPECIFICATION

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications (ISS) subject to the approval of the Employer.

13. REPORTING OF ACCIDENT TO

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

14. TYPOGRAPHICAL / CLERICAL ERRORS

The employer clarification regarding partially omitted particulars of typographical or clerical errors shall be final and binding on the contractors.

15. WORK PERFORMED AT CONTRACTOR'S RISK

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others causes, the contractor shall promptly repay or replace such loss or damage free from all expenses to the employer. The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

16. SPECIAL CONDITIONS OF CONTRACT

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.

The make of the installations including the wiring etc. shall be clearly specified in the BoQ. Only best in class installations may be selected.

SPECIAL CONDITIONS

1. General:

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

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

2. Rates

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

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

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

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

3. Materials

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

4. Rectification of Defects

4.1 Any defect in the work done or materials used in the works pointed out by the Bank shall be rectified within a week or such extended time as may be allowed in this failing

which the said defect shall be got rectified by the Employer at the risk and cost of the Contractors.

5. Regulations & Standards

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

APPENDIX

ABSTRACT TO GENERAL CONDITIONS OF CONTRACT

1	Earnest money Deposit	An amount of Rs. 15,000/- towards Earnest Money Deposit (EMD) of by way of NEFT/RTGS payable at New Delhi in favour of 'NABARD' to be submitted along with the 'Technical Bid'.
2	Date of commencement	Date of commencement shall be either 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	10 weeks from the day of issue of Work Order
4	Defects Liability Period	12 months from the date of virtual completion or warranty given by OEM whichever is higher.
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	Retention money from final bill	5%
7	Delayed Payments	No interest will be paid on this account

DECLARATION

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

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

Witnesses:

Signature of Bidder

Address _____

Date: _____

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

(Annexure-A)
ARTICLES OF AGREEMENT

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 and Regional Office at NABARD Tower, 24, Rajendra Place, New Delhi-110008 of the one part and M/s (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at

....., *New Delhi* of the other part.

WHEREAS the Employer is desirous of getting executed the work of “Replacement of Fire Detection System in NABARD Regional Office, New Delhi” 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.

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 abiding 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.

3. This Agreement and documents mentioned herein shall form the basis of this Contract.

4. 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.

5. 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 its 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.

6. 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.

7. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work 10 weeks from the day of the date of issue of work order, subject nevertheless to the provision for extension of time as permissible by the Employer.

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

9. 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 Bidder

(Name, Signature & Designation)

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address:

(Annexure-B)

INDEMNITY BOND

(On Rs.200/- Stamp Paper)

Know all men by these presents that I, Shri.....of M/sdo 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 Regional Office at NABARD Tower, 24, Rajendra Place, New Delhi-110008 M/s..... having their office at on this day of..... 2020.

WHEREAS NABARD have appointed M/s.....as the Contractor for their proposed work relating to “Replacement of Fire Detection System in NABARD Regional Office, New Delhi”

THIS DEED WITNESSETH AS FOLLOWS: -

I/We M/shereby do Indemnify 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/shas set his/their hands on thisday of 2020.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS :

(1)

(2)

(ANNEXURE-C)
PERFORMANCE UNDERTAKING
(On Rs.200/- Stamp Paper)

PERFORMANCE UNDERTAKING FROM THE CONTRACTOR

National Bank for Agriculture and Rural Development,
24, Rajendra Place
New Delhi-110008

WHEREAS

1. National Bank for Agriculture and Rural Development (NABARD) is desirous of getting the "Replacement of Fire Detection System in NABARD Regional Office, New Delhi" (hereinafter referred to as "the said Buildings") and for that purpose invited tenders.
2. Pursuant to the acceptance by NABARD of the tender dated submitted by us i.e. NABARD has issued Work Order bearing dated (hereinafter referred to as "the said order").
3. It is one of the terms of the of the said order that works of "Replacement of Fire Detection System in NABARD Regional Office, New Delhi", shall be carried out as per the system of treatment developed by any specialized agency.
4. It is also one of terms of the said order that we shall furnish to NABARD a performance undertaking against any defect which may arise in a period of five years from the date of virtual completion pertaining to both the materials and workmanship in respect of the said water proofing work and which performance undertaking shall be signed by M/s and which shall be valid for duration of five years from the date of virtual completion of the said seepage treatment works.

NOW, THEREFORE, THIS PERFORMANCE UNDERTAKING WITNESSETH THAT:

1. We have carried out the said external waterproofing work. We have read and understood the terms and conditions of the said seepage treatment works as provided in the said order.
2. After Virtual Completion of the said water proofing work and before the completion of the day of, if at any time or times the said waterproofing work applied by us start peeling off or started leaking and in 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 up to five years from the date of virtual completion of the said water proofing work to such extents so and often as may be necessary to free the premises from such leakages/dampness without any extra cost to the NABARD. The decision of the 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 NABARD.

We shall not revoke it without written consent of NABARD.

Signed by:

For and on behalf of M/s

Date:

Place:

(ANNEXURE –D)
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