

**TENDER FOR RENOVATION OF NABARD QUARTERS (3 No.s
FLATS – VEF) at DAMODAR PARK, GHATKOPAR, MUMBAI.**



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

Date of Issue of Tender Document	19 June 2020
Pre-bid meeting with bidders	11:00 Hrs (IST) on 30 June2020
Due Date for submission of tender	14:00 Hrs (IST) on 10 July 2020
Date & Time of Opening of Technical Bid	15:00 Hrs (IST) on 10 July2020
Date & Time of Opening of Financial Bid	Will be communicated to qualified bidders after opening of technical bid



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

Name of the Contractor to whom issued or who has downloaded from website:

M/S _____

Address:

**Chief General Manager,
National Bank for Agriculture and Rural Development,
Department of Premises, Security and Procurement,
NABARD Head Office**

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M/s Empaneled Contractors only–

Under category III (Rs. 10 Lakh to Rs. 25 Lakh), Trade I (General Civil, Sanitary, Plumbing and Carpentry Work)

Dear Sir,

निविदाआमंत्रणसूचना

NOTICE INVITING TENDER

INTERNAL RENOVATION OF NABARD QUARTERS (3 No.s FLATS–VEF) at DAMODAR PARK, GHATKOPAR, MUMBAI.

1. NABARD intends to undertake the work of “**Internal renovation including installation of modular kitchen in 03 flats (VEF) in NABARD Residential Quarters at Damodar Park, Ghatkopar (W), Mumbai**” and therefore, invite offer from the empaneled contractors/firms for the same work. We request you to submit your offer in a sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned in the tender document.
2. The tender document available on NABARD website www.nabard.org can be downloaded to use it for submission and reference by interested and eligible bidders.
3. The tenderer has to enter into Integrity Pact with the Bank on Rs.200/- Non-Judicial Stamp Paper as per the format given in ‘Annexure A’ to become eligible to participate in the tender.
4. The Bidder shall furnish an EMD for **Rs.32,000/- (Rs. Thirty-Two Thousand Only)**. The EMD amount shall be directly credited to NABARD current account [Account Name – NABARD A/c No. 055505000552, IFSC - ICIC0000555 and Bank Name- ICICI Bank as per the details mentioned in the tender. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
5. Properly filled tenders as Technical Bid (Part-I) and Price Bid(Part-II) shall be submitted separately in two sealed envelopes, duly furnishing all the required information. These two separate sealed envelopes should be superscribed as “**Technical Bid (Part-1) for Internal Renovation of NABARD Quarters (03 flats - VEF) at Damodar Park, Ghatkopar, Mumbai**” and “**Price Bid (Part-2) for Renovation of NABARD Quarters (03 flats - VEF) at Damodar Park, Ghatkopar, Mumbai**” respectively. The two envelopes (Part-1 & Part-2) should be inserted in another sealed envelope which should be superscribed as “**Tender for Internal Renovation of NABARD Quarters (03 flats - VEF) at Damodar Park, Ghatkopar, Mumbai**” and should be addressed to “The Chief General Manager, DPSP, National Bank for Agriculture and Rural Development, C-24, G-Block, Ground Floor, A-wing, BKC, Bandra(E), Mumbai - 400 051”, so as to

reach this office **latest by 14:00 hours on 10 July 2020**. The tenders shall be submitted in 'Original' to the Bank.

6. **Technical Bid(Part-1) i.e. Envelope No -1** shall contain;
 - a. Earnest Money Deposit (Counterfoil/ receipt/transaction detail through electronic transfer for the same has to been closed with the tender)
 - b. Notice Inviting Tender
 - c. Pre-contract Integrity Pact duly filled and signed on Rs.200/- Non-Judicial Stamp Paper**
 - d. Form of Tender
 - e. Special Instructions to the contractors
 - f. General Instructions to Contractors & General Conditions
 - g. Special Conditions
 - h. Technical Specifications
 - i. List of approved makes of materials/trade
 - j. Power of attorney authorizing the person to sign the tender.
7. **Price Bid(Part-2) i.e. i.e. Envelope No.-2** shall contain:
 - a. Duly Priced Schedule of Quantities
8. **Envelope No.1** will be opened on the same day (last day of receipt of tender) or on any other date as intimated to the bidders at **15.00 hrs on 10 July 2020** in the presence of bidders' representatives, should they choose to be present.
9. a. Envelope No.2 should not contain any conditions whatsoever and any conditional bids shall be rejected.
b. Envelope No.2 will be opened on some suitable date, which will be communicated later in presence of bidders' representatives, should they choose to present.
10. **Before filling up the tenders, the bidders may note the following:**
 - a. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Envelope No. 1
 - b. **Time of Completion:** The flats shall be handed over to the contractor for carrying out renovation works in different batches as decided by the Bank. The time for completion of work shall be 3 months only from the date of handing over the flat for renovation, as recorded in the site instruction register kept at the site.
 - c. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
 - d. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
11. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper of worth as per Article of Agreement (Annexure-A) of Schedule I of the Bombay Stamp Act, 1956 as amended in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

12. **A pre-bid meeting will be arranged at NABARD, HEAD OFFICE, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI on 30 June 2020 at 11.30 hrs** in presence of Bank's Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre-bid meeting. The clarifications given in pre-bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid after pre-bid meeting, if required, and same will be uploaded on website.

(देवेन्द्र एन. हेडाऊ)

सहायक महाप्रबंधक

Annexure

करार की शर्तें

Articles of agreement

करार के ये अनुच्छेद माहके वें दिन एकपक्ष के रूप में राष्ट्रीय कृषि और ग्रामीण विकास बैंक (जिसे इसके पश्चात "नियोक्ता" कहा जाएगा) और दूसरे पक्ष के रूप में (जिसे इसके पश्चात् "निविदाकर्ता" कहा जाएगा) के बीच निष्पादित किए जाते हैं।

ARTICLES OF AGREEMENT made this _____ day of _____ between the National Bank for Agriculture and Rural Development (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Tenderer") of the other part.

यतःनियोक्ता"3 फ्लैटों(वी ई एफ) का नवीनीकरणका काम नाबार्ड रेजिडेंशियल क्वार्टर्स, दामोदर पार्क्स,घाटकोपर, मुंबई"में कार्य निष्पादित करवाना चाहता है।तथा यतःनिविदाकर्तामूल्य बिड में दी गई शर्तों और इसकरारमेंआगेदिएजारही शर्तों (इन सभी को इसके पश्चात् "उक्त शर्तें" कहा जाएगा) केअधीनउक्त तकनीकी विनिर्देशनों, और मूल्य बिड में शामिल संबंधित दरों इसमेंआगेनिर्धारितकीजानेवालीराशिअथवाकोईअन्यदेय राशि(इसराशिकोइसकेपश्चात्"उक्तठेकाराशि" कहाजाएगा) परउक्तकार्योंकोनिष्पादित करनास्वीकारकरताहै।

WHEREAS the Employer is desirous of getting executed the work of **Internal Renovation of NABARD Quarters (03 flats - VEF) at Damodar Park, Ghatkopar, Mumbai.**

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

अब एतद द्वारा निम्नानुसार स्वीकार किया जाता है:-

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. इसमें आगे उल्लेख किए जाने वाले प्रतिफल पर निविदाकर्ता, अनुबंध में दी जा रही शर्तों के अधीन कार्य करेगा और संविदा में दर्शाए गए, मात्राओं की अनुसूची और उक्त शर्तों में वर्णित अथवा निर्दिष्ट कार्यों को पूरा करेगा.

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. नियोक्ता निविदाकर्ता को उक्त निविदा राशि अथवा समय-समय पर देय हाने वाली राशि का उक्त शर्तों में विनिर्दिष्ट तरीके से भुगतान करेगा.

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. उक्त शर्तों और उनके साथ के अनुबंधों तथा इसके

3. The said Conditions and Appendix thereto and the documents attached hereto shall be

साथ लगे दस्तावेजों को इस करार के ही एक भाग के रूप में पढ़ा जाएगा और उसका अर्थ भी उसी प्रकार निकाला जाएगा तथा दोनों पक्ष उक्त शर्तों का ससम्मान पालन करेंगे और तथा उक्त शर्तों और इसके साथ लगे दस्तावेजों को स्वीकार करेंगे और उनके अनुसार अपनी-अपनी ओर से इस करार का निष्पादन करेंगे. यह करार और इसमें उल्लिखित दस्तावेज इस संविदा का आधार बनेंगे.

read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.

4. यह संविदा पूरे कार्य हेतु मद्दर संविदा है जिसके अंतर्गत दरों की अनुसूची में दी गई दर पर अथवा उक्त शर्तों में दिए गए प्रावधानों के अनुसार कार्य स्थल पर आवश्यक इन्स्टालेशन करने पर भुगतान किया जाता है.

4. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

5. निविदा कर्ता नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों के सभी कार्यों में सहयोग प्रदान करेगा तथा ऐसे कार्य समाप्त होने के पश्चात्दीवारों, फर्शों इत्यादि को हुई किसी भी हानि को ठीक करेगा.

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

6. इस संविदा पर बिना प्रति कूल प्रभाव डाले नया कार्य जोड़कर अथवा कार्य की कोई मद्दें हटाकर अथवा इसी कार्य को भागों में करवाने द्वारा इस कार्य की प्रकृति को बदलने का अधिकार नियोक्ता अपने पास सुरक्षित रखता है.

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

7. समय इस संविदा का सर्वाधिक महत्वपूर्ण तत्व होगा, तथा निविदा कर्ता एतद्वारा यह स्वीकार करता है कि वह कार्यादेश मिलने के दसवें दिन के भीतर उक्त शर्तों में दिए गए अनुसार कार्य/ काम शुरू कर देगा और कार्यादेश प्राप्त किए जाने की तारीख से गणना करते हुए समय को बढ़ाए जाने का प्रावधान होते हुए भी नीचे विनिर्दिष्ट समयसीमा के भीतर पूरा कार्य खत्म करदेगा.

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

8. नियोक्ता द्वारा इस संविदा के तहत किए जाने वाले सभी भुगतान सिर्फ मुंबई में ही किए जाएंगे.

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

9. निर्माण, अर्थ डरे, परिचालन अथवा करार की वैधता या इसके उल्लंघन के मामले में उठनेवाले विवाद या मतभेद नियोक्ता के प्रतिनिधि और निविदाकर्ता के प्रतिनिधि मिलकर परस्पर सम्मति से निपटाएंगे. अन्य पक्ष द्वारा जानकारी में लाए जाने के बाद इन विवादों और मतभेदों को परस्पर सम्मति से 30 दिन के भीतर नहीं निपटाए जाने की स्थिति में विवाचन और समाधान अधिनियम, 1996 के अनुसार इस विवादका निपटान किया जाएगा और इसके परणाम स्वरूप दिया गया निर्णय पक्षों के लिए अंतिम होगा और निर्णयात्मक व बाध्यकारी होगा. विवाद का स्थान मुंबई अथवा बैंक के कार्यालय स्थित राज्य की राजधानी माना जाएगा

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

10. कि निविदाकर्ता ने स्थल का दौरा किया है और निष्पादित किए जाने वाले कार्य स्थल की वर्तमान स्थितियों को पूरी तरह से समझ लिया है.

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

11. कि निविदाकर्ता द्वारा इस संविदा के विभिन्न भागों को पढ़ा और निविदाकर्ता द्वारा पूरी तरह समझ लिया गया है.

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

इसके साक्ष्य के रूप में नियोक्ता ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से इन विलेखों पर हस्ताक्षर किए तथा निविदाकर्ता ने इन विलेखों और उक्त दो डूप्लीकेट प्रतियों पर इस दस्तावेज़ में सबसे पहले लिखे गए स्थान और वर्ष व तारीख के दिन अपने हस्ताक्षर किए और अपनी कॉमन सील लगाई. (यदि निविदाकर्ता कोई कंपनी है तो).

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

हस्ताक्षर खंड

Signature Clause

ठेकेदार की ओर से अधोलिखित के हाथों हस्ताक्षरित और सौंपा गया

SIGNED AND DELIVERED by the National Bank for Agriculture and Rural Development by the hand of

राष्ट्रीय कृषि और ग्रामीण विकास बैंक की ओर से अधोलिखित के हाथों हस्ताक्षरित और सौंपा गया

श्री (नामवपदनाम)	Shri (Name & Designation)
साक्षीसं.1	<u>Witness #1</u>
हस्ताक्षर:	Signature:
नाम:	Name:
पता:	Address
साक्षीसं.2	<u>Witness #2</u>
हस्ताक्षर:	Signature:
नाम:	Name:
पता:	Address :

ANNEXURE A

(रु. 200/- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए / to be submitted On Rs. 200/- Non-judicial stamp paper)

संविदा पूर्व सत्यनिष्ठा करार

PRE CONTRACT INTEGRITY PACT**सामान्यGeneral**

बोली पूर्व संविदा पूर्व यह करार (इसके बाद यहाँ इसे सत्यनिष्ठा करार कहा गया है) दिनांक _____ 2018 को एक पक्षकार राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबाई) के प्रतिनिधि श्री _____, मुमप्र, डीपीएसपी, नाबाई, प्रका, मुंबई, (इसके बाद यहाँ इसे "नियोक्ता" कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके कार्यालय के उत्तराधिकारी और समनुदेशिती शामिल होंगे) और दूसरे पक्षकार मैसर्स _____ के प्रतिनिधि श्री _____, मुख्य कार्यकारी अधिकारी (जिन्हें बाद में यहाँ "निविदाकार" कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके उत्तराधिकारी और अनुमत समनुदेशिती शामिल होंगे) के बीच निष्पादित किया गया है।

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

जबकि नियोक्ता "3 फ्लैटों (विइएफ) का नवीनीकरण का काम नाबाई रेजिडेंशियल क्वार्स, दामोदर पार्क्स, घाटकोपर, मुंबई" का कार्य कराने का प्रस्ताव करता है और निविदाकार इस कार्य के लिए कोटेशन देने हेतु इच्छुक है कोटेशन प्रस्तुत किया है / और

WHEREAS the Employer proposes to carry out the work of "Renovation of 3 flats (VEF) in NABARD RESIDENTIAL QUARTERS, DAMODAR PARKS, GHATKOPAR, MUMBAI" and the Tenderer is willing to offer/ has offered the quotes and

जबकि निविदाकार संबन्धित नियमों के अंतर्गत गठित एक निजी कंपनी / साझेदार / सार्वजनिक उपक्रम / पंजीकृत निर्यात एजेंसी है और नियोक्ता नाबाई अधिनियम, के तहत स्थापित कॉरपोरेट निकाय है 1981 24-सी . जिसका प्रधान कार्यालय प्लॉट नं, ब्लॉक 'जी', बांद्राकुर्ला कॉम्प्लेक्स-, बांद्रा (पूर्व), मुंबई में स्थित है.

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Employer is a body corporate established under

NABARD Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra(East), Mumbai.



अतः अब NOW, THEREFORE,

किसी भी प्रकार के भ्रष्टाचार से बचने के लिए संविदा के आरंभ से पूर्व, उसके दौरान या बाद में एक निष्पक्ष, पारदर्शी और किसी प्रभाव पूर्वाग्रह रहित कार्यव्यवहार प्रणाली का अनुसरण करने हेतु एक करार / - निष्पादित किया जाना है

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: -

उच्च लागत से बचने और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए निर्दिष्ट प्रक्रियाओं के माध्यम से प्रतिस्पर्धी कीमतों पर वांछित विनिर्दिष्ट सामग्री उपकरण प्राप्त करने के लिए नियोक्ता / को सक्षम बनाने और

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

निविदाकारों को यह आश्वासन देते हुए कि उनके प्रतिस्पर्धी भी रिश्वत या किसी भ्रष्ट आचरण का प्रदर्शन नहीं करेंगे और उन्हें संविदा हासिल कराने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण से रोकने के लिए सक्षम करना और नियोक्ता पारदर्शी प्रक्रियाओं का पालन करते हुए अपने पदाधिकारियों द्वारा किसी भी रूप में भ्रष्टाचार को रोकने के लिए प्रतिबद्ध होंगे .

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.

संबन्धित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन कराते हैं और निम्नानुसार सहमत हैं:

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

नियोक्ता की प्रतिबद्धता Commitments of the Employer

1.1 नियोक्ता यह वचन देता है कि संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़ा नियोक्ता का कोई भी पदाधिकारी इस संविदा से संबन्धित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में निविदाकर्ता से सीधे स्वयं अपने लिए या इस संविदा से जुड़े किसी व्यक्ति, संगठन या तृतीय पक्षकार के लिए प्रत्यक्ष रूप से या किसी मध्यस्थ के माध्यम से कोई रिश्वत , प्रतिफल, उपहार, पुरस्कारपक्षपात या कोई अन्य भौतिक अथवा अन्य किसी प्रकार के लाभ की कोई मांग , नहीं करेगा

The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage form the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in

the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2नियोक्ता प्रीकॉन्ट्रैक्ट चरण के दौरान सभी निविदाकर्ताओं के साथ समान व्यवहार करेगा और सभी निविदाकर्ताओं को समान जानकारी प्रदान करेगा और ऐसी कोई भी जानकारी किसी विशेष निविदाकर्ता को प्रदान नहीं करेगा जो अन्य निविदाकर्ताओं की तुलना में उस विशेष निविदाकर्ता को लाभ प्रदान करते हों.

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.

1.3नियोक्ता के सभी पदाधिकारी समुचित सरकारी कार्यालय में उपर्युक्त प्रतिबद्धताओं के किसी उल्लंघन प्रयास या पूर्ण उल्लंघन और इस तरह के उल्लंघन के पर्याप्त संदेह के बारे में रिपोर्ट करेंगे .

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.

यदि निविदाकर्ता किसी पदाधिकारीके किसी पूर्ववर्ती दुराचार के बारे में पूर्ण और (पदाधिकारियों) / सत्यापन योग्य तथ्यों के साथ नियोक्ता को रिपोर्ट करता है और यदि प्रथम दृष्टि मेंनियोक्ता द्वारा इसे सही पाया जाता है तो नियोक्ता द्वारा इस संबंध में आवश्यक अनुशासनात्मक कार्यवाहीया अन्य आपराधिक कार्यवाही सहित कोई अन्य समुचित कार्रवाई शुरू की जा सकती है और ऐसे व्यक्ति को संविदा प्रक्रिया से अलग कर दिया जाएगाऐसे मामले में ., नियोक्ता द्वारा जारी जांच के दौरान संविदा के तहत चल रही कार्यवाही पर रोक नहीं लगाई जाएगी .

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.

3. निविदाकर्ता की प्रतिबद्धताCommitments of TENDERERS

निविदाकर्ता यह वचन देता है कि अपनी बोली के किसी भी चरण के दौरान या संविदा पूर्व या संविदा पश्चात् इस संविदा को हासिल करने या इसे हासिल करने के प्रयास में भ्रष्ट प्रथाओं, अनुचित साधनों और अवैध गतिविधियों को रोकने के लिए प्रतिबद्ध रहेगा और इस संबंध में विशेष रूप से निम्नलिखित के लिए प्रतिबद्ध है- :

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

3.1निविदाकर्ता, संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता के किसी पदाधिकारी को इस संविदा से संबन्धित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ

पहुँचाने के बदले में किसी व्यक्ति को सीधे या इस संविदा से जुड़े किसी संगठन या किसी तृतीय पक्ष का रया किसी मध्यस्थ के माध्यम से कोई रिश्वत, उपहार, प्रतिफलअन्य किसी ,कोईभौतिक ,पुरस्कार , प्रकार लाभ,कमीशन,शुल्क,ब्रोकरेजयाकोईअन्य प्रलोभन नहीं देगा.

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

3.2निविदाकर्ता यह भी वचन देता है उसने इस संविदा को हासिल या कार्यान्वित करने या नियोक्ता के किसी पदाधिकारी को किसी संविदा को हासिल करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, पक्षपातकिसी भौतिक अथवा अन्य प्रकार के हित या अन्य प्रकार के लाभ ,, कमीशन, शुल्क, ब्रोकरेज या प्रलोभन नहीं दिया हैअथवा इस करार या बैंक के साथ किसी अन्य संविदा , के संबंध में किसी व्यक्ति के प्रति पक्षपातपूर्ण या अपक्षपातपूर्ण रवैया अपनाने का कार्य नहीं किया है या करने का वादा नहीं कियाहै.

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 निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी प्रिंसिपल्स या सहयोगियों का खुलासा करेंगे .

TENDERERS shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principles or associates.

ब्रोकरों या किसी अन्य मध्यस्थ को उनके / संविदा के संबंध में एजेंटों / 3.4निविदाकर्ता इस बोली .द्वारा किए जाने वाले भुगतान की जानकारी देंगे

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 निविदाकर्ता आगे की पुष्टि करता है और नियोक्ता से घोषणा करता है कि वह रक्षा स्टोर के लिए अधिकृत सरकार प्रायो / इंटीग्रेटर /मूल निर्माताजित निर्यात निकाय है और उसने इस संविदा को निविदाकर्ता को देने हेतु किसी भी व्यक्ति या फर्म या कंपनी के साथ इस संविदा के लिए आधिकारिक या अनौपचारिक रूप से मध्यस्थता नहीं की है और न ही इस प्रकार के किसी मध्यस्थता, सुविधा या अनुशंसा के लिए ऐसे किसी व्यक्ति ,फर्म या कंपनी को कोई राशि दी गई है, देने का वादा किया गया है या देने की योजना है.

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 निविदाकर्ता या तो बोली प्रस्तुत करते समय या संविदा पूर्व मोलभावके दौरान या संविदा पर हस्ताक्षर करने से पहले, इस संविदा के लिए नियोक्ता के किसी पदाधिकारी या उनके किसी पारिवारिक सदस्य, एजेंट्स, ब्रोकर्स या किसी अन्य मध्यस्थ को किए गए किसी भुगतान या किए जाने वाले भुगतान की जानकारी के साथसाथ इस भुगतान के एवज में दी जाने वाले सेवा का ब्यौरा देगा.

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 निविदाकर्ता इस संविदा में रुचि रखने वाली अन्य पार्टियों से सांठ-गांठ नहीं करेंगे जिससे निविदा प्रक्रिया की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति, निविदा मूल्यांकन, संविदा करना और उसके कार्यान्वयन को नुकसान हो.

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 निविदाकर्ता किसी भी प्रकार के भ्रष्ट आचरण, अनुचित तरीकों और अवैध गतिविधियों के बदले में कोई भी लाभ प्राप्त नहीं करेगा.

The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 निविदाकर्ता नियोक्ता द्वारा व्यावसायिक संबंध के हिस्से के रूप में किसी भी इलेक्ट्रॉनिक डेटा कैरियर में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों के संबंध में दी गई किसी भी जानकारी का प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए अनुचित उपयोग नहीं करेगा अथवा किसी और को नहीं देगा. निविदाकर्ता ऐसी किसी भी प्रकार की जानकारी प्रकट न हों इस हेतु पर्याप्त सावधानी बरतने का वचन भी देता है.

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 निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के बिना सीधे या किसी अन्य प्रकार से कोई भी शिकायत नहीं करने के लिए प्रतिबद्ध है.

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 निविदाकर्ता ऊपर दर्शाए गए किसी भी कार्य को करने अथवा करवाने के लिए किसी भी तीसरे व्यक्ति को नहीं उकसाएगा.

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

3.12 यदि निविदाकर्ता अथवा निविदाकर्ता का कोई भी कर्मचारी अथवा निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति नियोक्ता के किसी भी अधिकारी का प्रत्यक्ष अथवा अप्रत्यक्ष रूप से रिश्तेदार है, अथवा विकल्पतः यदि नियोक्ता के किसी अधिकारी को किसी रिश्तेदार का निविदाकर्ता की फ़र्म में वित्तीय हित / हिस्सेदारी हो, तो निविदा भरते समय निविदाकर्ता को इसका उल्लेख करना होगा.

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.

इस प्रयोजन के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 में परिभाषित किए गए अनुसार होगा.

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

3.13 निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा अथवा किसी भी प्रकार की आर्थिक लेन-देन में शामिल नहीं होगा.

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. पिछलाउल्लंघनPrevious Transgression

4.1 निविदाकर्ता इस बात की घोषणा करता है कि इस सत्यनिष्ठा करार पर हस्ताक्षर करने से पहले पिछले तीन वर्षों में इसके अंतर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ अथवा भारत में किसी सरकारी विभाग के साथ ऐसा कोई भी उल्लंघन नहीं हुआ जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सके.

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 निविदाकर्ता इस बात से सहमत है कि यदि वह इस विषय पर गलत बयान करता है तो, निविदाकर्ता को निविदा प्रक्रिया या संविदा के अयोग्य ठहराया जा सकता है, यदि पहले से ही संविदा दिया जा चुका हो तो, उसे इस कारण से समाप्त किया जा सकता है.

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. ब्यानाराशि (प्रतिभूतिजमाराशि) Earnest Money (Security Deposit)

5.1 वाणिज्यिक निविदा की प्रस्तुति के समय, निविदाकर्ता नाबार्ड के पक्ष में एलेक्ट्रॉनिक ट्रान्सफर के माध्यम से ब्याना राशि / प्रतिभूति जमाराशि के रूप में रु. 32,000/- नियोक्ता के पास जमा करेगा.

While submitting commercial bid, the TENDERER shall deposit an amount Rs. 32,000/- as Earnest Money/ Security Deposit, with the EMPLOYER through Electronic transfer be directly credited to NABARD current account [Account Name – NABARD, A/c No. 055505000552, IFSC - ICIC0000555 and Bank Name- ICICI as per the details mentioned in the tender.

5.2 अग्रिम धन / प्रतिभूति जमाराशि एक वर्ष की अवधि के लिए अथवा निविदाकर्ता और नियोक्ता को सम्पूर्ण संतुष्टि हो इस तरह से संविदात्मक दायित्वों के पूर्ण होने पर, जिसमें दोष दायित्व अवधि शामिल है, इनमें से जो भी बाद में हो तक वैद्य होगी.

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 सफल निविदाकर्ता के मामले में क्रय संविदा में परफॉर्मंस बांड से संबंधित आलेख में एक खंड भी शामिल किया जाएगा कि नियोक्ता द्वारा परफॉर्मंस बांड की जब्ती के लिए नियोक्ता द्वारा लिए गए निर्णय के मामले में परफॉर्मंस बांड की जब्ती के लिए उल्लंघन के लिए प्रतिबंध के प्रावधान, इस संधि के उल्लंघन के लिए प्रतिबंध हेतु कोई कारण बताए बिना, लागू होंगे.

In case of the successful TENDERER a clause would also be incorporated in the Article retaining 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 नियोक्ता द्वारा निविदाकर्ता को अग्रिम धन/ प्रतिभूति जमाराशि पर इसके चलन के दौरान कोई भी ब्याज देय नहीं होगा.

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

6. उल्लंघनकेलिएप्रतिबंधSanctions for Violations

6.1 निविदाकार अथवा उनके द्वारा नियुक्त किसी व्यक्ति अथवा उनकी ओर से कार्य कर रहे व्यक्ति द्वारा (निविदाकर्ता की जानकारी में हो या न हो) उक्त प्रावधानों में से किसी का भी उल्लंघन होने पर नियोक्ता, जहां कहीं आवश्यक हो, निम्नलिखित में से कोई एक अथवा सभी कार्रवाई कर सकता है.

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. निविदाकर्ता को बिना कोई कारण बताए या उनकी कोई क्षतिपूर्ति किए बिना निविदा-पूर्व चर्चा तत्काल रद्द कर सकता है. तथापि अन्य निविदाकर्ताओं के साथ निविदा प्रक्रिया जारी रहेगी.

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

ii. नियोक्ता के निर्णय के अनुसार पूर्ण या आंशिक रूप से अग्रिम धन जमाराशि (निविदा पूर्व स्तर पर)/प्रतिभूति जमाराशि जब्त की जाएगी और नियोक्ता को इसके लिए कोई कारण देना नहीं होगा.

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

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

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

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

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

v. नियोक्ता द्वारा पहले किए गए भुगतान और ब्याज की वसूली के लिए निविदाकर्ता द्वारा दी गई अग्रिम बैंक गारंटी और निष्पादन बांड / वारंटी बांड का नकदीकरण किया जाएगा.

To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.

vi. निविदाकर्ता के साथ सभी या कोई और ठेका रद्द किया जाएगा. निविदाकर्ता को इस प्रकार के रद्द/उत्सादन के परिणामस्वरूप नियोक्ता को हुए किसी नुकसान या हानि की क्षतिपूर्ति करनी होगी और नियोक्ता, निविदाकर्ता को देय राशि से यह राशि वसूली का हकदार होगा.

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. निविदाकर्ता को भारत सरकार की निविदा प्रक्रिया में भाग लेने पर न्यूनतम 5 वर्ष की अवधि के लिए प्रतिबंध लगा सकता है. नियोक्ता अपने विवेकाधिकार से इस अवधि को आगे बढ़ा सकता है.

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. इस ठेके को प्राप्त करने के लिए इस करार का उल्लंघन करते हुए निविदाकर्ता(ओं) द्वारा किसी बिचौलिये या एजेंट या मध्यस्थ को किए गए सभी भुगतान की वसूली की जाएगी.

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. किसी संविदा के संबंध में नियोक्ता और निविदाकर्ता द्वारा हस्ताक्षरित अप्रतिसंहरणीय ऋण पत्रों के मामले में ऐसे ऋण पत्र खोले नहीं जाएंगे.

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. इस करार के उल्लंघन के लिए दंड के रूप में नियोक्ता द्वारा परफार्मेंस बांड जब्त करने के निर्णय की स्थिति में बिना कोई कारण बताए इसे जब्त किया जाएगा.

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 नियोक्ता को निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से (निविदाकर्ता की जानकारी से अथवा जानकारी के बिना) कार्यरत किसी के द्वारा इस संबंध में भारतीय दंड विधान, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैरा 6.1(i) से (x) तक में उल्लिखित सभी या कोई कार्रवाई करने का अधिकार होगा.

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 निविदाकर्ता द्वारा इस करार के प्रावधानों के उल्लंघन के संबंध में नियोक्ता का निर्णय अंतिम और निविदाकर्ता के लिए बाध्यकारी होगा. तथापि, निविदाकर्ता इस करार के प्रयोजनों के लिए नियुक्त स्वतंत्र अनुप्रवर्तक (कों) को अभ्यावेदन दे सकते हैं.

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. उल्लंघनशर्त Fall Clause

7.1 निविदाकर्ता वचन देते हैं कि उन्होंने भारत सरकार के किसी मंत्रालय/ विभाग अथवा सार्वजनिक उपक्रम को वर्तमान निविदा में उल्लिखित इसी प्रकार के उत्पाद/ प्रणाली या उप-प्रणाली को इस प्रस्ताव में दिए गए दर से कम में आपूर्ति नहीं की है/ नहीं की जा रही है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय/ विभाग या किसी सार्वजनिक उपक्रम को कम दाम पर इसी प्रकार के उत्पाद/ प्रणाली या उप-प्रणाली की आपूर्ति की है तो उचित समयावधि बीत जाने के बाद वर्तमान मामले में निविदाकर्ता नियोक्ता को, निविदा पहले ही समाप्त हुई हो तो, लागत के अंतर की पूर्ति करेंगे.

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. स्वतंत्र अनुप्रवर्तक Independent Monitors

8.1 इस करार के लिए नियोक्ता ने केन्द्रीय सतर्कता आयोग की सलाह से श्री देबब्रत सरकार को स्वतंत्र अनुप्रवर्तक (आगे से यहाँ अनुप्रवर्तक कहा जाएगा) नियुक्त किया है.

The EMPLOYER has appointed Independent Monitor **Shri P K Sangewar** (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 अनुप्रवर्तक स्वतंत्र और निष्पक्ष रूप से इस करार के अधीन पार्टियों द्वारा दायित्व के अनुपालन की समीक्षा करेंगे.

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 अनुप्रवर्तक पक्षकारों के प्रतिनिधियों के अनुदेशों के अधीन नहीं होंगे और वे निष्पक्ष और स्वतंत्र रूप से अपना कार्य करेंगे.

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

8.4 दोनों पक्षकार इस बात से सहमत हैं कि अनुप्रवर्तक को इस परियोजना/ अधिप्राप्ति संबंधी बैठकों के कार्यवृत्त सहित सभी दस्तावेजों को देखने का अधिकार होगा.

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 इस करार का उल्लंघन पाए जाने अथवा किसी कारणवश उन्हें इस करार का उल्लंघन प्रतीत होने पर अनुप्रवर्तक नियोक्ता द्वारा नामित प्राधिकारी को इस बात की सूचना देंगे.

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 निविदाकर्ता इस बात से सहमत है कि अनुप्रवर्तक को निविदाकर्ता द्वारा उपलब्ध कराए गए दस्तावेजों सहित, नियोक्ता के सभी परियोजना दस्तावेजों को बेरोकटोक देखने का अधिकार होगा. निविदाकर्ता अनुप्रवर्तक के अनुरोध और वैध हित दर्शाने पर उन्हें परियोजना के दस्तावेजों को बेरोकटोक और बिना किसी शर्त के देखने की अनुमति भी देंगे. यह उप-निविदाकारों पर भी लागू होगा. अनुप्रवर्तक इस निविदा के दायित्वों के अधीन निविदाकर्ता/ उप-निविदाकर्ता (ओं) की जानकारी और दस्तावेजों की गोपनीयता बनाए रखेंगे.

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 नियोक्ता परियोजना से संबंधित पक्षकारों के बीच सभी बैठकों की जानकारी अनुप्रवर्तक को उपलब्ध कराएंगे बशर्ते पक्षकारों के बीच इस प्रकार की बैठकें निविदा संबंधों को प्रभावित करती हो. पक्षकार अनुप्रवर्तक को इस प्रकार की बैठकों में भाग लेने का विकल्प देंगी.

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 अनुप्रवर्तक नियोक्ता/ निविदाकर्ता से सूचना प्राप्त होने के बाद 8 से 10 सप्ताह के बीच नियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और आवश्यक हो तो समस्यात्मक स्थितियों में सुधार के लिए प्रस्ताव देंगे.

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. जांचकीसुविधाFacilitation of Investigation

इस करार के किसी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी आरोप के मामले में नियोक्ता या उनकी एजेंसियों को निविदाकर्ता के बही खातों सहित सभी दस्तावेजों की जांच का अधिकार होगा और निविदाकर्ता आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएंगे तथा इस प्रकार की जांच में हर संभव सहायता देंगे.

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. विधि और अधिकार क्षेत्र Law and Place of Jurisdiction

यह करार भारतीय न्याय व्यवस्था के अधीन होगा. कार्य स्थान और अधिकार क्षेत्र नियोक्ता स्थल होगा.

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

11. अन्य कानूनी कार्रवाई Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्रवाई किसी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होंगी जोकि किसी सिविल या आपराधिक कार्यवाही संबंधी वर्तमान में लागू कानूनों के प्रावधानों के अनुरूप होगी.

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. वैधता Validity

12.1 यह सत्यनिष्ठा करार हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियेक्ता और निविदाकर्ता/ विक्रेता की संतुष्टि से निविदा के पूर्ण निष्पादन तक, जो भी बाद में हो, वैध होगी. यदि निविदाकर्ता कार्यनिष्पादन करने में असफल होता है तो निविदा पर हस्ताक्षर करने के छह महीने बाद यह सत्यनिष्ठा करार समाप्त हो जाएगा.

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 इस करार का एक या कई प्रावधान अवैध हो जाने पर शेष करार वैध रहेगा. ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे.

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. निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां

,.....को निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at _____ on -
_____.

नियोक्ता EMPLOYER

निविदाकर्ता TENDERER

अधिकारी का नाम Name of the Officer

मुख्य कार्यकारी अधिकारी Chief Executive Officer

पदनाम Designation

नाबाई NABARD

साक्ष्य Witness

1. _____
2. _____

साक्ष्य Witness

1. _____
2. _____

* विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों की भागीदारी के संबंध में नियोक्ता की नीति के अनुसार इन शर्तों के प्रावधानों में संशोधन/ हटाने की आवश्यकता होगी.

Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign suppliers.



PART – A (TECHNICAL BID)

TENDER DOCUMENTS

FOR

**INTERNAL RENOVATION OF NABARD QUARTERS (03 FLATS – VEF) AT
DAMODAR PARK, GHATKOPAR, MUMBAI.**

AT

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

TENDER ISSUED TO:

FORM OF TENDER

To,

Date

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

Dear Sir,

Tender for “INTERNAL RENOVATION OF NABARD QUARTERS (03 FLATS – VEF) AT DAMODAR PARK, GHATKOPAR, MUMBAI.”

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

MEMORANDUM

A	Description of work	Tender for “INTERNAL RENOVATION OF NABARD QUARTERS (03 FLATS - VEF) AT DAMODAR PARK, GHATKOPAR, MUMBAI”
B	Earnest Money	Rs. 32,000/-
C	Time allowed for completion of the work	3 months from 10th day of issue of Work Order.
D	Retention Money Deposit (RMD)	5% from every R.A. Bill
E	Initial security deposit	2% of value of accepted tender value (including EMD)

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

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

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

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

Yours faithfully,

Signature of Tenderer

PROFORMA FOR ELECTRONIC PAYMENT

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

Name and address of Contractor with phoneno.	
Name of the accountholder (As appearing in the Bank account)	
Name of the Bank	
Name of the Branch	
Account number	
RTGS/ NEFT/ IFS Code	
Type of account (Savings, current, etc.)	
PAN Number	
Service Tax No. /GST No.	

Signature

Encl : (1) one cancelled cheque leaf

: (2) copy of PAN card

GENERAL INSTRUCTIONS

RENOVATION OF NABARD QUARTERS (03 FLATS - VEF) AT DAMODAR PARK, GHATKOPAR, MUMBAI is proposed and the specification/ & finish of the items shall be same as mentioned in the tender document.

You are requested to fully understand the quantum of the work listed in the items mentioned.

The rates shall also include clearing of the premises during the work execution and after the work completion.

The rates shall include clearing of the debris from the site during and after the course of execution.

We request you to visit the site before bidding for the tender.

Any items other than the items mentioned in the tender document shall be brought to the notice of the Architect and Bank before executing the additional items.

All the rates mentioned for the items in the documents shall be exclusive of all the GST. GST shall be paid additional as per Bank's policy.

Exterior contractor needs to produce all materials purchase bills for verification along with the final bill to check the actual cost of materials as per tender rates & Specifications.

1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

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

- g) 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:

- a) While quoting their rates the bidder should include the following also if otherwise not stated herein before.
- b) Necessary cost of taking samples of materials supplied by them for construction including cement and steel, wood/tiles etc., testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.
- c) Submission of test reports of other materials as may be specified by Architects or Bank's Engineer.
- d) Rates should include all prevailing Taxes 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.
- e) Rates should include for removal of debris out of work site to the safe limit earmarked in the premises daily basis, removal of debris out of the premises and dumping to Municipal Corporations dump yard periodically, removing stains and cleaning the site thoroughly. Contractor shall obtain a certificate to that effect from the ACT. This certificate should be submitted along with the bill and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.
- f) Electricity and water will be provided by NABARD free of cost.
- g) The basic rate of the item means prevailing market rate including applicable taxes.
- h) The quoted rate shall include the cost of all minor/sundry items to make it functional.

3. WORKING HOURS:

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

4. STORAGE OF MATERIALS:

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

5. LABOUR HUTMENT:

- a) Shelter or stay for the labor has to be arranged by the contractor outside NABARD premises 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 / architects or for any of the conditions of contract at s.no. 30 and 31, the contractor shall be allowed reasonable extension of time by the employer but any additional / extra claim for payment to idle labour/tools/establishment/plant etc. during this period shall not be the liability of the employer. Contractor's quoted rates should include for all such contingencies.

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

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

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

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

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

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

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

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

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

7. Instructions under COVID 2019 – Guidelines

1. The Bank fully understands that the COVID-19 situation will have many unforeseeable issues for both clients and contractors that may potentially lead to the necessity to modify some guide lines and the work schedules. In these cases, all the guidelines and Work Schedules will be revised according to the Govt. Orders from time to time.

2. Contractor has to ensure the adherence of Govt. of India/ Govt. of Maharashtra guidelines issued time to time w.r.t health, safety and well-being of workers, contractors, NABARD officers and the residents.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

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

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

1.1.3 ‘NABARD’ shall mean National Bank for Agriculture & Rural Development (client) having its office at NABARD, B.K.C, Bandra, Mumbai-400 051 and includes the Client’s representatives, successors and assigns.

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

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

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

1.1.7 ‘Engineer’ shall mean the representative of the NABARD.

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

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

1.1.10 ‘Week’ means seven consecutive days.

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

CLAUSE

1.0 Total Security Deposit

Total Security Deposit comprising of:

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

Earnest Money Deposit:

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

Initial Security Deposit (ISD)

The amount of ISD shall be as per clause 5 of Instructions to the Tenderer.

Retention Money:

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

2.0 Language

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

3.0 Errors, omissions and discrepancies

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

1. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
2. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
3. Between written description of items in the specifications and description in bills of quantities of the same item, the former shall be adopted.

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

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

4.0 Scope of work:

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

5.0

i. Letter of acceptance:

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

ii. Contract Agreement:

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

6.0 Ownership of drawings:

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

7.0 Detailed drawings and instructions:

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

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

8.0 Copies of agreement

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

9.0 Liquidated damages:

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

10.0 Materials, Appliances and employees:

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

11.0 Permits, laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notice and comply with the regulations, laws, and ordinances, rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the NABARD in writing under intimation of the NABARD. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the NABARD any legal actions arising there from.

12.0 Setting out work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the NABARD / Architect / Consultant before proceeding with the work if at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the NABARD / Architect / Consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the NABARD.

13.0 Protection of works and property:

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the NABARD's properties from the injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and not due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local body's safety laws and building codes to prevent accidents or injuries to persons or property on about or adjacent to his place of works. The contractor shall make insurance covers as per clause 26.0 of GCC at his own cost. The policy will be taken in joint name of the contractor and the NABARD and the original policy may be lodged with NABARD.

14.0 Inspections of work:

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

15.0 Assignment and subletting:

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

16.0 Quality of materials, workmanship & Test

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

2. Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the

Contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the NABARD Architect / Consultant,. Before submitting the sample/ literature the contractor shall satisfy himself that the material/ equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect/

Consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the NABARD Engineer Architect / Consultant for the identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The NABARD Architect / Consultant shall take responsibility time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies, inadequacy, delay in furnishing samples of best qualities from various manufactures and such other aspects causing delay on the approval of the material / equipment etc. shall be to the account of the contractor.

3. Cost of Tests

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

4. Cost of test not provided for

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

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

17.0 Obtaining information related to execution of work:

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

18.0 Contractor's superintendence

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

19.0 Quantities:

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard method of Measurements and quantities. The rate quoted shall remain valid for Variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause no. 20 & 21, hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

Variations exceeding 25% as above: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause no. 22(e) hereof.

20.0 Works to be measured

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

21.0 Variations

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

22.0 Valuation of variations:

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

a)

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

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

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

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

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

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

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

23.0 Final measurements:

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

24.0 Virtual Completion Certificate (VCC)

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

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds / camps and construction of other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the NABARD and not incorporated in the permanent works. Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the NABARD and shall clear, level, and dress, compact the site as required by the NABARD.
- c) Shall put the NABARD in undisputed custody and possession of the site and all land allotted by the NABARD.
- d) The contractor shall hand over the work in a peaceful manner to the NABARD.

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

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

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

Defect liability period:

The Defects Liability Period shall be for a period of one year and shall commence from the date of virtual completion. Any defect that may appear within the Defects Liability Period, shall be rectified by the Contractors without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the Bank, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Contractor at the cost and risk of the contractor.

25.0 Work by other agencies:

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

26.1 Insurance of works:

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

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

other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

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

26.2 Damage to persons and property-

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

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of NABARD to execute the works or any part thereof, over, under, in or through any lands.
- c) Injuries or damages to persons or properties, which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damages to persons or properties resulting from any act or neglect of the NABARD, their agents, employees or other contractors not being employed by the contractor or for or in respect of any claim, proceedings damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents. Such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the NABARD, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.3 Contractor to indemnify NABARD

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

26.4 Contractor's superintendence

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

26.5 Third party Insurance

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

26.5.2 Minimum amount of third party Insurance

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

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

26.6 Accident or Injury to workman:

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

26.6.2 Insurance against accidents etc. to workmen:

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

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

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

27.0 Commencement of Works:

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

28.0 Time of completion:

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

29.0 Extension of time:

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

30.0 Rate of progress:

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the NABARD / Architect /

Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect / Consultant shall thereupon take such steps as considered necessary by the Architect / Consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

31.0 Work during nights and holidays:

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

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

32.0 No compensation for restrictions of work:

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

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

33.0 Suspension of work:

1. The contractor shall, on receipt of the order in writing of the Architect/ Consultant (whose decision shall be final and binding on the contractor) suspend the progress of work or any part thereof for such time and in such manner as the Architect/

Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default the contactor or
 - c) The contactor shall during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the NABARD / Architect / Consultant
2. If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above:
The contactor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Action when the whole security deposit is forfeited

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

- a) To rescind the contact (of which rescission notice in writing to the contactor by the NABARD / Architect / Consultant shall be conclusive evidence) and in which case the security deposit of the contactor shall be forfeited and be absolutely at the disposal of NABARD.
- b) To employ labour paid by the NABARD and to supply materials to carry out the work, or any part of the work, debiting the contactor with the cost of the labour and materials (the cost of such labour and materials as worked out by the NABARD / Architect / Consultant shall be final and conclusive against the contractor.) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract, the certificate of the NABARD / Architect / Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the NABARD/Architect / Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by the NABARD under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35.0 Owner's right to terminate the contract:

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

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

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

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the NABARD through the Architect / Consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the NABARD through the Architect / Consultant that the said materials were condemned and rejected by the NABARD / Architect / Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance to the NABARD's or the Architect/ Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the NABARD and or the Architect / Consultant, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the power the NABARD or the Architect / Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And further the NABARD through the Architect / Consultant their agents or employees may enter upon & take possession of the work & all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on & completing the work or by engaging any other contractors or persons to complete the work & the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other

contractor or other persons employed for completing and finishing or using the materials & plant for the works.

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

36.0 Certificate of payment:

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

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

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

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

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

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

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

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

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

37.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instruction, orders or these conditions or otherwise concerning the work or the execution or failure to the same whether

arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- i. If the contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Chief General Manager, NABARD, Department Of Premises, Security & Procurement, Ground Floor, B.K.C, Bandra, Mumbai – 400 051. And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Chief General Manager in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Chief General Manager in writing in the manner and within the time aforesaid.
- ii. The Chief General Manager shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Chief General Manager submit his claims to the conciliating authority namely the NABARD, B.K.C, BANDRA (E), Mumbai 400 051 for conciliation along with all detail and copies of correspondence exchanged between him and the Chief General Manager.
- iii. If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the Chief General Manager, NABARD, B.K.C, Bandra, Mumbai 400 051. for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- v. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- vi. It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

- vii. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under.
- viii. It is also a term of this contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.
- ix. It is also a term of this contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

38.0 Water Supply

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

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

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

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

39.0 Power Supply:

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

40.0 Treasure trove etc.:

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

41.0 Method of measurements

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

42.0 Maintenance of registers:

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

Register for cement / paint / Chemicals / specific material.

Register for steel

Register for secured advance

Register for bulk age of sand

Register for silt test

Register for sieve analysis for fine aggregate

Register for sieve analysis for coarse aggregate

Register for slump test

Register for concrete cube test

Register for hindrance to work

Register for consumption of cement

Register for running account bill

Register for Labour.

Any other registers required by Govt. / Local Authorities or desired by the Architect/ Consultant.

43.0 Price variation adjustment for all materials including labor

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

44.0 Force Majeure:

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

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

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

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

45.0 Local laws, Acts, Regulations:

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

Minimum Wages Act 1948 (Amended)

Payment of Wages Act 1936 (Amended)

Workmen's Compensation Act 1923 (Amended)

Contract Labor regulation and abolition act 1970 and central rules 1971 (amended)

Apprentice act 1961 (amended)

Industrial employment (standing order) Act 1946 (amended)

Personal injuries (compensation insurance) act 1963 and any other modifications

Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof

Shop and establishment Act

Any other act or enactment relating thereto and rules framed there under from time to time.

46.0 Accidents:

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

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK:

The scope of work is to carry out “**INTERNALRENOVATION OF NABARD QUARTERS (03 FLATS - VEF) AT DAMODAR PARK, GHATKOPAR, MUMBAI**” at NABARD Residential Quarters, Damodar Park, Ghatkopar, Mumbai.”

As defined in these documents-

1.0 Address of site:

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

2.0 Dimensions and levels

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

3.0 Notice of operation:

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

4.0 Construction records:

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

5.0 Safety of adjacent structures and trees

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

6.0 Temporary works:

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

7.0 Temporary roads

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

8.0 Water, power, and other facilities:

- a. The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The NABARD will not be liable to pay any charges in connection with the above.
- b. The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- c. The contractors for other trades directly appointed by the NABARD shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connections for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the NABARD will reimburses the amount on production of receipts.
- d. The NABARD as well as the Architect / Consultant shall give all possible assistance to the contractors to obtain the requisite, permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

9.0 Office accommodation

- a) The contractors shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connections with the work at the site at their own cost after getting the approval from the NABARD.
- b) A site office for the use of NABARD / the Architect / Consultant shall be provided by the contractors at his own expenses.
- c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the contractors.
- d) All the expenses for obtaining statutory approvals and maintenance of the above facilities as well asRunning expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities

10.0 Facilities for Contractor's employees:

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

11.0 Lighting of works:

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

12.0 Firefighting arrangements:

- a) The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. The equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- b) Any deficiency in the fire safety or unsafe conditions shall be corrected the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.
- c) Proper handling, storage and disposal of combustible materials and waste.
- d) Work operations, which can create fire hazards.
- e) Access for firefighting equipment.
- f) Type, number & location of containers for removal of surplus materials & rubbish.
- g) Type, size, number and location of fire extinguishers or other firefighting equipment.
- h) General house keep

13.0 Site order book:

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

14.0 Temporary fencing / barricading

The contactor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the NABARD / Architect / Consultant and regulations of local authorities.

These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

15.0 Site meetings:

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

16.0 Disposal of refuse:

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

17.0 Contractor to verify site Measurements:

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

18.0 Displaying the name of the work:

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

19.0 Bar bending schedule:

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

20.0 As built drawings:

For the drawings issued to the contractor by the Bank/Architect / Consultant.

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

For the drawings prepared by the contractor:

The contractor will modify the drawings prepared by him wherever the changes are made by the NABARD / the Architect / Consultant and submit two copies of such modified drawings

to the Architect / Consultant for approval. The Architect / Consultant will return one copy of the approved drawing to the contractor.

21.0 Approved make:

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

22.0 Procurement of materials:

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

23.0 Excise duty, Taxes, Levies etc.:

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

24.0 Acceptance of tender

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

25.0 Defects after virtual completion and defects liability period:

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" which shall be as per NIT from the date of the virtual completion of the works, arising in the opinion of the Architect from materials or workmanship not in accordance with the Contract, shall upon the direction in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default then Bank may employ and pay other person / agency to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Architect's certificate in writing, from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and marking good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Architect equivalent to the cost of amending such work and in the event of the amount retained under clause 1 of GCC

hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works, who has been nominated or approved by the Architect as provided in Clause 15 of GCC the contractor shall be liable to make good in the same manner as if such work or material has been done or supplied by the Contractor and been subject to the provisions of this Contract. The Contractor shall remain liable under the provisions of this Contract notwithstanding the signing of any Certificate or the passing of any accounts, by the Architect.

26.0 The contractor should take necessary insurance cover (CAR policy Contractor's all risk policy) 1.25 times of the actual work awarded at his cost for his persons employed at site and for third party. Policies should be taken in the joint names of client / Bank and the contractor in which first name should be client / Bank.

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

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

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

ADDITIONAL CONDITIONS OF THE CONTRACT

Tenderers shall go through all documents before quoting rates, and provide for necessary cost as may be included in either bill or material or specifications.

Tenderer shall give prices in blank column. Entries in English made in ink. Arrive also at the grand total must also fill in all "Rate only columns" and sign all corrections.

Tenders shall be invalid unless all rates are filled in. No extra conditions shall be submitted. Tenders shall sign by all the legal partners of the firm.

Each of the tender documents shall be signed by the tenderer.

The tenderer whose tender is accepted shall be bound to implement the contract within eight days of intimation from Architect.

Work shall be done night and day without extra charge, if necessary.

Tenderers shall provide for stacking materials in such a way as to facilitate rapid checking of quantities.

Materials supplied by owner shall be used only in owner's site.

Contractors shall pay any local charges relating to execution of work.

Contractors shall allow in rates for all wastage.

Contractors shall arrange for all temporary connections.

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

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

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

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

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

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

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

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

Date:

Place:

SAFETY CODES

General Safety Codes:

- i. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
- ii. An injured shall be taken to a Public Hospital without loss of time, in cases where the injury necessitates hospitalization.
- iii. Suitable and strong scaffolds should be provided for workman for all works that cannot safely be done from the ground.
- iv. No portable single ladder shall be over 8 meters 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 cms. When a ladder is used an extra majdoor shall be engaged for holding ladder.
- v. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavation shall be provided with necessary fencing and lighting.
- vi. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- vii. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- viii. Workers employed on mixing & handling material such as asphalt, cement mortar or concrete & lime mortar shall be provided with protective footwear & rubber hand-gloves.
- ix. Those engaged in welding work shall be provided with welder's protective eye-shields and gloves.
 - a. No paint containing lead or lead products shall be used except in the form of paste and readymade paint.
 - b. Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- x. Overalls shall be supplied by the contractor to the painters and the adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of works.
- xi. Hoisting machine and tackle used in the works, including their attachments, anchors and supports shall be in perfect condition.
- xii. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength free from defect

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

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

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

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

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

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

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

OTHER SAFETY MEASURES

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

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

EXCAVATIONS & TRENCHING

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

DEMOLITION.

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

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

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

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

PERSONNEL, SAFETY, EQUIPMENTS.

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

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

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

Those engaged in welding works shall be provided with welder's Protective eyesight lids.

Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

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

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

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

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

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

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

HOISTING MACHINES

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

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

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

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

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

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

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

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.

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

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

vii) Notwithstanding the above clause from (i) to (x vii), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force.

Guidelines for Construction Workers in view of COVID 2019

1. Wearing of face cover is compulsory in all work places and adequate stock of such face covers shall be made available.
2. All persons in charge of work places shall ensure social distancing as per the guidelines issued by Ministry of Health and Family Welfare, both within the work places and in company transport.
3. Social distancing at work places shall be ensured through adequate gaps between shifts, staggering the lunch breaks of staff, etc.
4. Provision for thermal scanning, hand wash and sanitizer preferably with touch free mechanism will be made at all entry and exit points and common areas. In addition, sufficient quantities of hand wash and sanitizer shall be made available in the work places.
5. Frequent sanitization of entire workplace, common facilities and all points which come into human contact e.g. door handles etc., shall be ensured, including between shifts.
6. Use of Arogya Setu app shall be made mandatory for all employees, both private and public. It shall be the responsibility of the Contractor/ Supervisor to ensure 100% coverage of this app among the employees.
7. Medical Insurance for the workers in to be obtained.
8. Large physical meetings to be avoided.
9. All Govt of India / Govt of Maharashtra instructions and guidelines which are issues from time to time are strictly to be adhered.

RUNNING A/C BILL (PRO -FORMA)

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

Sr. No.	Item Description	Unit	Rate (Rs)	As per tender	
				Qty	Amount(Rs.)
1	2	3	4	5	6

Upto Previous R/A Bill		UP to Date (Gross)		Present Bill		Remarks
Qty	Amount	Qty	Amount	Qty	Amount	

PROFORMA OF HINDRANCE REGISTER

Name of Work : Date of start of work :

Name of Contractor : Period of completion :

Agreement No : Date of completion:

Sr. No.	Nature of	Date of occurrence of hindrance	Date by which hindrance was	Period of Hindrance	Signature Architect	Remarks
1	2	3	4	5	6	7

ADDITIONAL CONDITIONS

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

SERVICE TAX & PRICE VARIATION ADJUSTMENT (PVA):

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

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

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

WORKING SCHEDULE / BAR CHART:

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

RATES:

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

RECORD & REGISTERS:

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

ADHOC PAYMENT:

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

TESTING:

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

PROJECT IN-CHARGE OF CONTRACTOR:

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

BANK GUARANTEE:

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

PERFORMANCE GUARANTEE:

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

WORKING CONDITIONS AT SITE.

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

GENERAL:

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

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

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

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

The dates & activities shown in the enclosed Bar Chart are indicative only. The items of work Masonry & plaster work shall be started & completed parallel to the associated items of Civil Works and within the time period mentioned in the NIT. The detailed execution & completion schedule shall be prepared, got approved & adhered to by the Contractor.

The contractor has to supply and adhere to the specific makes and specifications of all the items, which are mentioned in the separate list of approved makes. Any work found not as per the tender specifications & list of approved, the contractor has to replace the same without any delay. The contractor is instructed of get approval of all the materials to be used on this site before starting the work. He should provide different sample of materials for approval, before execution of work.

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

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

Electricity / Power:

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

Water Supply

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

ANNEXURE

LETTER OF INDEMNITY AND UNDERTAKING

(To be stamped on Rs. 100/- non-judicial stamp paper as per rules applicable)

The Chief General Manager,
National Bank for Agriculture & Rural Development,
NABARD Head Office
Gr. Floor, A Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051,

Dear Sir,

Sub: NABARD's Notice Inviting Proposal for Tender for RENOVATION OF NABARD QUARTERS (03 FLATS - VEF) AT DAMODAR PARK, GHATKOPAR, MUMBAI.

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

1. We, the _____ here by declare and certify that we are the rightful owners/licensees of the said renovation works offered for sale/Supply and installation to NABARD and that the sale of the said renovation works to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copyrights of any other person and that the same does not infringe the Copy Rights Act. 1957 or any other Act for the time being in force.

2. We, the said _____ hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said systems supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, Servants, Agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said renovation works.

3. We, the said _____ hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers or servants or agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident to injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

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

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

In witness where of the _____ has put his hands and seal the month and year first herein above mentioned.

Schedule

(i)

(ii)

Yours faithfully

Name and Designation of Authorized Official

Signed and delivered by

The within named _____

In the presence of _____

(i) Witness

(ii) Witness

Part–II

Financial/PriceBid

INTERNALRENOVATION OF NABARD QUARTERS (03 FLATS - VEF) AT DAMODAR PARK, GHATKOPAR, MUMBAI



Item No.	Particulars of Item	Unit	Qty. approx. per flat	Approx. Qty	Rate/Unit (Rs.)	Amount (Rs.)
	PART 1 - CIVIL WORKS					
	Bathroom & Toilet Renovation					
1	Dismantling and removing existing wall tiles, flooring including existing water proofing treatment, plastering, sunken slab filling, water closet, water supply pipes, sewage pipes, plumbing and sanitary installations/fittings in bathroom/ W.C at all levels complete as directed and clearing away the debris out of NABARD premises to BMC dumping site. (Note: The geyser is to be carefully removed and handed over to the caretaker and reinstalled after completion of works.) [Approx. size of Bathroom: 1.75m x 1.22m, Size of Toilet for OQ : 1.21m x 1.22m]. Note: All breaking works including RCC slab has to be done manually only ie Power hammers/breakers/any other type of machinery will not be allowed for breaking purposes.	Nos. (Job per flat)	1	3		
2	Waterproofing: Clean the sunken slab thoroughly with wire brush and remove loose plastering and dirt and wash the surface with water completely and leave the surface for drying. Supplying and applying the waterproofing solution made of 1 litrezycosil : 2 litrezycoprime : 17 litre water with spraying machine till saturation of the vertical and horizontal surface of sunken area and upto 150 mm height on the surrounding wall above the floor level as well as filling the cracks in dismantled sunken portion with putty made of zycosil primer and cement before spraying including cost of all materials, labour charges, curing etc. complete. Subsequently, supplying and applying 3 or more coats of water proof chemical 1 litreelastobar of M/s zydex : 1 kg cement brushable slurry to achieve 1 mm thickness of the protective layer. The work also include providing screed protection to the chemical coating with 15mm thick cement mortar 1:4(1 cement: 4 coarse sand). The contractor has to give 5 year water proofing Performance Guarantee for the work as per given format.	Sq. m	3.233	9.699		
3	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in cement mortar 1:4 (1 cement :4 coarse sand) including curing, dismantling of old brick masonry and disposal of debris to BMC approved dumping yard etc complete as directed by Bank's Engineer.	Sqm	3	9		

4	Supplying and fixing 20mm dia. (outer dia.) CPVC pipe Ashirwad/Supreme/Astral or equivalent make with approved fittings like tee, elbow, sockets etc. having brass inner lining wherever necessary including cutting/chiseling the wall with machine, concealing the pipes and make good the surface with CM 1:4 (1cement:4sand) and connecting to the existing main on external wall including cost of material, labour charges, curing etc. The pipe shall be secured with wall with proper clips/nails etc. and connecting joints with solvent.	R M	12.23	36.69		
5	Providing and fixing 75/40mm dia. (outer dia.) PVC pipe (6kg/sq.cm) of finolex/supreme or equivalent make with necessary fittings like tee, elbow, sockets etc. for sullage outflow from toilet/bathroom/washing machine area including sullage water flow from wash basin and washing machine to the main trap and provision of pipe with bend above the floor level/wall for inserting washing machine outlet pipe. The rate include cutting/chiselling floor with hand, concealing the pipes and making good the surface with CM 1:4 (1 cement:4 sand), all necessary fittings involved and labour charges etc. complete as directed.	Nos. (Job per flat)	1	3		
7	Providing & fixing floor mounted European Water Closet {size 530 mm (L) x 385 mm (B) x 400 mm (H)} of Parryware/Hindware/Cera or equivalent make as approved with P or S trap as well as PVC extension pipe to be fitted after water bound surface preparation including same make heavy white solid plastic seat cover and lid with all other accessories etc. complete. The work includes providing and fixing 110 mm dia. (or as directed) PVC pipe (6kg/sq.cm) finolex/supreme including all necessary fittings such as bend, elbow, Tee, Y etc. for sewage outflow from EWC to the outside main sewer pipe on external surface of wall, making good the surface with cement mortar 1:4 etc. complete as directed by Bank's Engineer.	Nos.	1	3		
8	Providing and fixing Low level 10 ltr capacity dual PVC type flush tank of parrywareslimline (C8109)/Cera or equivalent as approved with PVC bend pipe, pipe for outflow with all other fittings and fixtures etc. complete as directed.	Nos.	1	3		
9	Providing and fixing Jaquar continental make or equivalent health faucet (ABS chrome plated) complete set with 8 mm dia. & approx. 1.0 m long easy flex tube (jet spray), wall hook etc. complete	Nos.	1	3		

10	Providing and fixing angle cock of Jaquar "continental" series or other approved equivalent brand and quality confirming to IS 8931 with 15 mm nominal bore, including PVC connection hose of required size with copper nut bolt for connection to flush tank/wash basin/health faucet and finished with CP flanges, cap etc. complete as directed	Nos.	2	6		
11	Providing and fixing pillar cock of Jaquar make continental CON-011 KN series or other approved equivalent make including cost of all material, labour charges etc. complete as directed	Nos.	1	3		
12	Providing and fixing bib cock of jaquar make continental CON 047KN series or other approved equivalent make and finished with CP flanges, cap etc. complete as directed including cost of all material, labour charges etc.	Nos.	1	3		
13	Providing and fixing 2-way bib cock of jaquar/hindware make or other approved equivalent brand finished with CP flanges, cap etc. complete as directed including cost of all material, labour charges etc.	Nos.	1	3		
14	Providing and fixing long body bib cock of jaquar make continental CON 107KN series or other approved equivalent make with flanges, cap etc. and making connection for existing geyser to the one bib cock with all fixtures etc. complete as directed including cost of all material, labour charges etc.	Nos.	2	6		
15	Providing and fixing concealed stop cock of Jaquar make continental CON 083KN series or other approved equivalent make with wall flange including cost of all material, labour charges etc.	Nos.	4	12		
16	Providing and fixing Heavy quality swivel type overhead shower (Jaguar model no. OHS1989) with spout for provision of shower arm (Jaguar model no. SHA477) with 115 mm long upper bend pipe, wall flange etc. or other equivalent approved make etc. complete as directed.	Nos.	1	3		
17	Providing and fixing one PVC floor trap (6kg/cm) finolex/supreme with 15 cm square PVC grating with hinged lid complete in all respects as directed. The work includes connecting outside to the main drainage/sewer pipe on the external surface of the wall or connecting to the outflow to the floor trap in the adjoining bathroom at all levels including cost of all material, labour charges etc.	Nos. (Job)	3	9		

18	Providing and fixing flat back washbasin (of approx. top size 450 mm x 330 mm size), white vitreous of parryware (flair)/Cera/hindware or equivalent make as approved with necessary M.S brackets of approved make along with CP waste coupling and 40 mm or appropriate size PVC waste pipe of necessary length to floor/nahni trap etc. complete as directed	Nos.	1	3		
19	Providing and fixing 600 mm long chromium plated brass towel rail such as JaquarEsscotowe rail (code no. AEC ESS 1111) or other approved equivalent over dado tiles without damaging the tiles. The rate quoted should include the cost of all materials inclusive anti corrosive screws, rawl plugs etc. as required for fixing towel rods, labour charges etc. as directed	Nos.	1	3		
20	Providing and fixing chromium plated towel ring such as JaquarEssco towel ring code no. AEC ESS 1121) or other approved equivalent over dado tiles without damaging the tiles. The rate quoted should include the cost of all materials inclusive anti corrosive screws, rawl plugs etc. as required for fixing towel rods, labour charges etc complete as directed.	Nos.	1	3		
21	Providing and fixing stainless steel 4 peg holder of approved design/pattern in bathroom to hang the clothes. The rate quoted should include cost of all materials including anti corrosive screws, rawl plugs etc., labour charges complete as directed.	Nos.	1	3		
22	Supplying and fixing chromium plated brass soap dish such as Jaquar soap dish (code no. ACN 1131N) or other approved equivalent make over the dado tiles without damaging the tiles. The rate quoted should include the cost of all materials inclusive anti corrosive screws, rawl plugs etc. labour charges etc. complete as directed	Nos.	1	3		
23	Providing and fixing readymade glass corner shelf with chromium plated brass railing such as jaguar continental series corner glass shelf (code no. ACN 1173N) or other approved equivalent over the dado tiles without damaging the tiles. The rate quoted should include the cost of all materials inclusive anti corrosive screws, rawl plugs etc. labour charges etc. complete as directed.	Nos.	1	3		

24	Providing and fixing readymade glass shelf with chromium plated brass railing such as jaguar continental corner glass shelf (code no. ACN 1171N) or other approved equivalent over the dado tiles without damaging the tiles. The rate quoted should include the cost of all materials inclusive anti corrosive screws, rawl plugs etc. and labour charges etc. complete as directed.	Nos.	1	3		
25	Providing and fixing 450 mm x 600 mm size, 5 mm thick mirror of Saint Gobain/Modiguard make, fixed with C.P. Brass studs(4Nos) with all necessary fittings complete as directed. The mirror shall have beveled edges for 10 mm width along the periphery.	Nos.	1	3		
26	Providing and fixing 1st quality ceramic glazed wall tiles confirming to IS : 15622 (thickness to be specified by the manufacturer) of size (200 mm x 300 mm) shade, colour and thickness of approved make like Johnson, kajaria, NITCO, RAK or equivalent in skirting/dado in bathroom/toilet/kitchen granite platform including chipping and removing the existing cement plaster, do necessary repairs to old brick masonry and providing and applying back plastering to the walls with 15-25 mm thick cement mortar 1:3 (1cement:3 coarse sand) keeping the surface rough and fixing the tiles with adequate thick cement paste. The tile joints shall be filled with jointing compound of matching colour mixed with water proofing compound. The rate quoted shall be inclusive of cost of all materials, labour charges curing etc. complete as directed. [Basic rate of tile :Rs. 35/- per sq. ft after discount inclusive of GST at Shop level]	Sq. m	22.19	66.57		

27	<p>Providing and fixing 1st quality ceramic glazed wall tiles confirming to IS : 15622 (thickness to be specified by the manufacturer) of size (300 mm x 600 mm) shade, colour and thickness of approved make like Johnson, kajaria, NITCO, RAK or equivalent in wall dado above kitchen granite platform including chipping and removing the existing cement plaster, do necessary repairs to old brick masonry and providing and applying back plastering to the walls with 15-25 mm thick cement mortar 1:3 (1cement:3 coarse sand) keeping the surface rough and providing and applying back plastering to the walls with 15-25 mm thick cement mortar 1:3 (1cement:3 coarse sand) and fixing the tiles with adequate thick cement paste. The tile joints shall be filled with jointing compound of matching colour mixed with water proofing compound. The rate quoted shall be inclusive of cost of all materials, labour charges curing etc. complete as directed. [Basic rate of tile (for kitchen) :Rs. 65/- per sq. ft after discount inclusive of GST at Shop level]</p>	Sq. m	2.26	6.78		
28	<p>Providing and laying 1st quality matt finished ceramic floor tiles confirming to IS : 15622 (thickness to be specified by manufacturer) of size 300 mm x 300 mm and of approved make as Johnson, Kajaria NITCO, RAK or equivalent with approved shade, colour and thickness including cost of approximately 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) mixed with water proofing compound and necessary cement paste etc. The tile joints shall be filled with jointing compound of matching colour mixed with water proofing compound complete as directed including cost of all material, labour charges, curing etc. complete as directed. [Basic rate of tile :Rs. 40/- per sq. ft after discount inclusive of GST at Shop level]</p>	Sq. m	2.85	8.55		

29	Doors frames : Providing and fixing 18 mm thick one side mirror polished machine cut "jet black" colour granite slab for making frames for door in toilets/kitchen with bedding cement sand mortar 1:4 and neat cement and other fixing material as approved including hinge notch for fixing toilet/bathroom door hinges wherever required after dismantling the existing wooden door/ventilator frames. The contractor will make bull nose moulding on the exposed edge with matching polishing to give high gloss finish, sealing the joints with epoxy resin based adhesive as directed. The width of the granite frame shall be such that the stone shall project about 5mm from the finished wall surface from all the sides as directed. The contractor has to use granite stone of 4" width and 3" width in steps for framing with necessary overlapping. Clear Door opening (approximate size : 0.82 m x 1.85 m), (Two styles, soffit and sill patti)	Nos. (Job per door)	2	6		
30	Ventilator frames : Providing and fixing 18 mm thick, appx 200mm wide, one side mirror polished machine cut "jet black" colour granite slab for making frames for ventilators in bathroom/toilets with bedding cement sand mortar 1:4 and neat cement and other fixing material as approved including dismantling the existing wooden ventilator frames and making good the damaged surface. The contractor will make bull nose moulding on the exposed edge with matching polishing to give high gloss finish, sealing the joints with epoxy resin based adhesive as directed. The width of the granite frame shall be such that the stone shall project about 5mm from the finished wall surface from all the sides as directed. Clear ventilator opening (approximate size : 0.60 m x 1.25 m), (All the four sides)	Nos. (Job per ventilator)	2	6		

31	<p>Providing and fixing anodized aluminium door shutter (door size approx. 0.80 m x 2.00 m) made out of built up standard section. Size of the bottom & side rails 50.8 mm x 25.4 mm x 2 mm, wt. 1.006 kg/m (Jindal 20715) and size of intermediate rail 50.8 mm x 25.4 mm x 2 mm, wt. 1.237 kg/m (Jindal 20801) of approved make or equivalent of required shade according to IS 1868 (minimum anodic coating of 20 micron) fixed with rawl plugs and SS screws including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, meter and jointed mechanically wherever required including cleat angle, aluminium snap beading for panelling, SS screw with 4 mm thick bakelite board in panelling fixed in aluminium door with all necessary fittings, 3" Stainless steel (S.S) hinges, handles and tower bolt on both sides and fixtures including providing frosted glazing of 5.0 mm thick, of required size with PVC/neoprene gasket, etc., complete as directed and as per the sketch enclosed.</p>	Each	2	6		
32	<p>Ventilator (at toilet): Providing and fixing black/brown anodised louver windows in aluminium tubular frame structure made out of 101.6 mm x 25.4 mm x 1.63 mm, wt 1.089 kg/m (Jindal 14050) of approved make or equivalent with 100 mm width louver blades fitted with anodised aluminium grill (7.5 mm thick and having 50 mm openings size of approved design) and aluminium fly mesh from outside with anodised F channel outside edge of frame arrangements for providing exhaust fan opening (size 9" x 9") including providing and fixing required size of 4 mm thick (approx.) frosted glass, for louvers and part opening next to exhaust fan including drilling holes in granite frame, steel screws, pvc grippers, glass louvers etc. complete as directed and as per the sketch enclosed. (size of ventilator : 0.6 m x 0.9 m approx.)</p>	Each	1	3		

33	Ventilator (at bathroom): Providing and fixing black/brown anodised louver windows in aluminium tubular frame structure made out of 101.6 mm x 25.4 mm x 1.63 mm, wt 1.089 kg/m (Jindal 14050) of approved make or equivalent with 100 mm width louver blades fitted with anodised aluminium grill (7.5 mm thick and having 50 mm openings size of approved design) and aluminium fly mesh from outside with anodised F channel including providing and fixing required size of 4 mm thick (approx.) frosted glass, for louvers including drilling holes in granite frame, steel screws, pvc grippers, glass louvers etc. complete as directed and as per the sketch enclosed. (size of ventilator : 0.6 m x 0.9 m approx.)	Each	1	3		
34	Dismantling works in kitchen: Dismantling the existing RCC slabs in the kitchen, brick masonry, cadappa slab platform including RCC supporting walls, wall tiles, cement plaster, sink etc. at all levels as required carefully and disposing off and clearing away the debris out of NABARD premises to BMC dumping site. One kitchen will be treated as one job. [Size of Kitchen for OQ 3.48m x 2.00m, Size of Kitchen for SQ : 3.1m x 2.1m]	Nos. (Job per kitchen)	1	3		
35	Providing and making 40 mm thick vertical cuddapah support (approx. 800 mm height) for kitchen counter including two sides and one edge (vertical) polished for kitchen platform including the cost of fixing by embedding the edges of cudappa slab into the walls and floor concrete up to 40 mm and filing the gap with cement mortar 1:5 as directed including cost of all materials, labour charges, curing etc. complete as directed. The clear height and width of approx. 40 mm thick vertical support member will be measured for payment.	Sq. m	2.42	7.26		
36	Supplying and fixing 25 mm thick unpolished cuddappa stone for horizontal support for granite kitchen platform and under count type sink including inserting edges of slab into the walls up to 40 mm, and firmly resting on vertical cudappa slab support and fill the joints with cement mortar 1:5 etc. complete as directed including cost of all materials, labour charges, curing etc. complete. The clear area of cuddapah member will be measured for payment.	Sq. m	1.99	5.97		

37	Supplying and fixing 25 mm thick one side polished cuddappa stone for horizontal partions below the platform counter for storage including inserting the edges of slab into walls up to 40 mm, and firmly resting on vertical cudappa slab support and fill the joints with cement mortar 1:5 etc. complete as directed including cost of all materials, labour charges, curing etc. complete as directed. The clear area of cuddapah member will be measured for payment.	Sq. m	0.82	2.46		
38	Providing and fixing 18 mm thick, one side polished "jet black" colour granite slab for kitchen platform with side facia and skirting above platform and shelves in the kitchen including making facing edge bull nose moulding/edge champhering with matching polishing to give high gloss finish etc. complete and sealing all joints with epoxy resin based adhesive as directed. In kitchen, the granite slab is to be fixed over cuddapah slab with cement mortar 1:4 with cement grout and other three edges of granite slab shall be embedded 20 mm into the wall. The finished portion of granite slab shall be taken for measurement in sq. m and no deduction shall be made for area of granite cut for sink. The rate quoted shall include cost of cutting hole for sink with opening edge rounding, cost of all materials, transportation, labour charges, curing etc. complete as directed. The granite before procuring should be got approved by Bank's engineer. The end portion of the platform is to be provided with granite facia over the vertical cuddapah support and up to 450mm height above the platform. The skirting/facia etc. will be measured in sq. m only. [Basic rate of granite @ Rs. 210/- per sq. ft after discount inclusive of GST at shop level]	Sq. m	5.49	16.47		
39	Providing and fixing Stainless Steel sink bowl (overall size 535 mm x 460 mm, bowl size 470 mm x 395 mm x 200 mm) approx. (or as per site requirement/directed) of Nirali make (Grace deluxe big, range satin finish) in the kitchen platform as under counter type in the granite slab and cuddappa neatly according to the size of sink, complete as directed. The item includes waste coupling, stainer, drain drop connection to the floor trap, waste pipe including cost of all material, labour charges, curing etc. complete as directed	Nos. (Job)	1	3		
40	Providing and fixing wall mounted, swinging type spout sink cock of jaquar make continental CON.347KN series or other approved equivalent make including cost of all material, labour charges etc.	Nos.	1	3		

41	Removing the existing G.I pipelines and providing new concealed water supply line with 20 mm CPVC pipe including all the fittings, cutting of the walls for concealing etc. complete as directed in the kitchen for sink cock and aquaguard. The work also include providing and fixing 40mm PVC pipe for sullage outflow from kitchen floor trap to the floor trap in bathroom/external sullage pipeline.	Nos. (Job)	1	3		
42	Dismantling the existing wooden windows of kitchen, hall and bedrooms (including wooden window panels/frames, M.S grill etc.) carefully at all levels complete as directed and clearing away the debris out of NABARD premises to BMC dumping site. The M.S window grill to be carefully dismantled and staked at at site and to be re-fixed later after modification under item No.46. The quoted rate shall include the cost of safety net, jhullas, scaffolding etc. required during the work to ensure safety of labour as well as residents. One complete window will be considered as one job.	Nos. (Job per window)	3	9		
43	Providing and fixing 18 mm thick one side mirror polished machine cut "jet black" colour granite slab having width around 150 mm for making frames for window/exhaust fan openings including making good with necessary cement concrete/plaster(internal and external sides) the damages made to the brick masonry while dismantling the wooden frames, making edge bull nose moulding with matching polishing to give high gloss finish, sealing the joints with epoxy resin based adhesive on both edges and vertical members as directed. The width of the granite frame shall be such that the marble shall project about 5mm from the finished wall surface from all the sides as directed. The work includes drilling the holes in granite slab fixed below the lintel surface of windows/doors and anchoring the marble slab with brass screws of 10 mm dia and 75 mm long and also fill the hole depression with white silicon sealant including cost of all materials, labour charges, curing etc. to complete the works at all levels as directed.	R mt.	20.08	60.24		

44	<p>Kitchen Window: Providing and fixing 3 track Aluminium sliding window frame having 3 shutters(as per sketch of window enclosed) of approved colour/shade anodised (AC 20 grade coating) over the granite frames (cost of granite frames to be paid separately).The 3 track system shall be 18 mm series, bottom track shall be 92 mm x 45.5 mm, weight 1.659 kg/m (Jindal 20617), top and side track 92 mm x 31.75 mm, weight 1.06 kg/m (Jindal 20831). The shutter shall be made of bottom 52 mm x 18 mm, weight 0.651kg/m(Jindal 20750), shutter handle section 40 mm x 18 mm, weight 0.547 kg/m (Jindal 20738), shutter interlock section 40 mm x 18 mm, weight 0.607 kg/m (Jindal 20737) with 5 mm thick clear float glass fixed with EPDM gasket, track wool pile, concealed metallic star lock, best quality ball bearing etc. complete with 20 mm micron anodised finish for aluminium members. The contractor has to anchor the aluminium frames of window to granite frame properly and ensure the proper drainage of rain water from tracks. Sketch of window is enclosed.</p>	Sq. m	2.1896	6.5688		
45	<p>Window (Hall): Providing and fixing 3 track Aluminium sliding window frame having 6 shutters(as per sketch of window enclosed) of approved colour/shade anodised (AC 20 grade coating) over the granite frames (cost of granite frames to be paid separately).The 3 track system shall be 18 mm series, bottom track shall be 92 mm x 45.5 mm, weight 1.659 kg/m (Jindal 20617), top and side track 92 mm x 31.75 mm, weight 1.06 kg/m (Jindal 20831). The shutter shall be made of bottom 52 mm x 18 mm, weight 0.651kg/m(Jindal 20750), shutter handle section 40 mm x 18 mm, weight 0.547 kg/m (Jindal 20738), shutter interlock section 40 mm x 18 mm, weight 0.607 kg/m (Jindal 20737) with 5 mm thick clear float glass fixed with EPDM gasket, track wool pile, concealed metallic star lock, best quality ball bearing etc. complete with 20 mm micron anodised finish for aluminium members. The contractor has to anchor the aluminium frames of window to granite frame properly and ensure the proper drainage of rain water from tracks. Sketch of window is enclosed.</p>	Sq. m	3	9		

46	<p>Window with provision of AC opening (Bedrooms) : Providing and fixing 3 track Aluminium sliding window frame having 6 shutters with AC opening (as per sketch of window enclosed) of approved colour/shade anodised (AC 20 grade coating) over the granite frames (cost of granite frames to be paid separately). The rectangular tubular section support main frame 100 mm x 40 mm x 1.54 mm, weight 1.139 Kg/m (Jindal 14074) along periphery of portion where AC is proposed to be installed. The window opening and the partitions for provision for installation of window AC as indicated in the sketch enclosed. The AC opening shall have the provision of fixing 5 mm thick clear float glass and anodised aluminium Mesh (7.5 mm thick and having 50 mm openings) with necessary gasket, beading etc. which can be removed/reinstalled as needed. The 3 track system shall be 18 mm series, bottom track shall be 92 mm x 45.5 mm, weight 1.659 kg/m (Jindal 20617), top and side track 92 mm x 31.75 mm, weight 1.06 kg/m (Jindal 20831). The shutters shall be made of bottom 52 mm x 18 mm, weight 0.651kg/m(Jindal 20750), shutter handle section 40 mm x 18 mm, weight 0.547 kg/m (Jindal 20738), shutter interlock section 40 mm x 18 mm, weight 0.607 kg/m (Jindal 20737) with 5 mm thick clear float glass fixed with EPDM gasket, track wool pile, concealed metallic star lock, best quality ball bearing etc. complete with 20 mm micron anodised finish for aluminium members. This includes supply and fixing of seasoned teak wood of required size which has to be inserted in hollow part of rectangular tubular frame sections around the periphery of AC opening. Sketch of window is enclosed. The contractor has to anchor the box type frame of window to walls properly and ensure the proper drainage of rain water from tracks.</p>	Sq. m	2.856	8.568	
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47	<p>MS Grill work (All windows) :Removing existing window M.S grills and modifying the same with necessary welding/cutting and fixing the same outside the new sliding window by providing & fixing additional M.S flats of same or higher size on all the sides with necessary anchorage, fastenings etc. complete as directed. The work also includes making provision for an openable shutter in the grill for fixing of window air conditioner with necessary cutting/welding and by supplying and fixing handles and aldop with locking arrangement. The modification is to be done by providing and welding additional M.S flat sections so that the grill is fixed approximately 6" away from the wall and 3" away from the opening of window to make a box type shape. The contractor has to quote for the overall work including material, labour, T&P etc. as required complete.</p>	Nos. (Job per window)	3	9		
48	<p>Dismantling the existing mosaic flooring including skirting and providing and fixing premium quality polished vitrified tiles (of approx. size 600 mm x 600 mm as per manufacturers specifications of approved brand & variety confirming to IS:15622 in proper line and level with cement mortar 1:6 (1 cement : 6 coarse sand) of necessary thickness (so as to level all the undulations observed after dismantling the existing flooring) with clear float of cement paste for flooring and skirting. The joints shall be filled with jointing compound of matching colour.The rate quoted should include for the cost of materials, labour charges, curing, dismantling & removing of existing mosaic tiles including the mortar bedding up to RCC slab, cleaning the surface to remove all the loose mortars/dust particles to receive new flooring/skirting, removing/disposing all the debris in closed bags out of the campus to BMC approved dumping yards etc. complete as directed by the engineer. The basic price of vitrified tile - Rs. 72/- per sq. ft after discount and inclusive of GST at shop level. Approved make : RAK/Nitco/Marbonite/Johnson/Kajaria, The clear dimension of floor and skirting in Sq. m will be taken for measurement.</p>	Sq. m	42.48	127.44		

49	Anti-rust coating to reinforcement and Polymer modified mortar: Supplying and providing 10mm-15 mm thick polymer modified cement mortar in P.M.C.M.(1:5:15=PolyalkEP:cement:Sand) with Polyalk EP of Sunanda make/Equivalent. Primer coat of Polyalk EP and cement in the ratio 1:0.5 shall be applied over the surface before plastering as bonding layer as per manufactures specification for ceiling & wall. The exposed reinforcement shall be treated with Rusticide&PolyalkFixoprime of Sunanda make, as per manufacturer specification, after cleaning rusted surface with water and wire brush completely and dried. The work includes dismantling of the old damaged plaster, disposing off the debris, cleaning the area thoroughly, preparing the surface of new plaster, curing of new plaster, cost of all materials, labour charge, scaffolding charges etc. complete as directed for internal/external works.	Sq.m	10	30		
50	Internal Plastering : Providing and applying plastering in CM 1:4 (1 cement : 4 sand) about 20 mm thickness as approved at all levels in patches including dismantling of the old damaged plaster, preparing the surface of new plaster, curing of new plaster etc. complete as directed. The plaster has to be done in patches or stretches and to match with the adjoining surfaces [Area of cement plaster more than 0.10 Sq.m. at one stretch for repairs only will be considered for payment. Prior approval for plastering such areas should be taken from the Bank's Engineer and the area of plastering should be measured in the presence of Engg/ACT of NABARD before plastering] at all levels and floors and disposing off the debris, cleaning the area thoroughly etc. complete as directed.	Sq. m	8	24		
51	Preparation of wall/ceiling surface : Scrapping the old surface of walls/ ceiling with putty knife/blade/sanding machine for removing existing paint layer, POP putty and neru layer to expose the cement plaster surface. The surface shall be brushed with MS wire brush thoroughly to remove deposit of neru and subsequently washed with water and coir brush to remove any traces of old paint layer, neru etc. and let the surface to dry for the application of putty. The damaged portion of plaster should be re-plastered with cement mortar in 1:4 to match the surrounding area, in patches or stretches and to match the adjoining surfaces, before the application of Birla putty.[Area of cement plaster exceeding 0.10 Sq.m. for repairs will be considered for payment separately]. The rate quoted should include for the cost all materials, labour, disposing off the debris and cleaning of the	Sq. m	166	498		

	area etc. complete as directed.					
52	Oil Bound Distemper- Providing and applying two or more coats of good quality oil Bound distemper of approved manufacturer and shade as per manufacturer specifications on interior surfaces of walls, ceilings etc. and finishing smoothly etc. complete as directed. The rate should include for application of primer as directed and as per manufacturers specification before the application of paint and disposing off the debris, cleaning the area thoroughly etc. complete as directed.	Sq. m	166	498		
53	Birla White Wall Care Putty: Providing and applying 2 or more coats of Birla Putty SF & MF suitably on the walls/ceiling on the cleaned surface as per manufacturer specifications complete as directed. The plastered surface after scrapping and patch plastering may be brought to level by applying one coat of Birla putty MF to required thickness(not more than 3mm thickness). Then make the surface extremely 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. The work includes filling the all the undulations/unevenness on the wall surface by PoP over the final coat of putty, cost of all materials, labour charge, cleaning the area etc. complete as directed.	Sq. m	166	498		
54	Polishing : Providing and polishing on wood work(Main door with door frame) with two or more coats of French spirit polish of approved tint to obtain smooth and glossy finish as per manufacturer specifications. The existing enamel paint on the door frames has to be completely scrapped and removed to expose the wooden surface before polishing. The wooden surfaces should be prepared by removing the dirt and dust completely from the surface by sanding with emery paper 180 followed by smooth sanding with emery paper 320 or 400 and the cracks on the surface should be filled with suitable crack seal to make the surface extremely smooth before the application of polish etc. complete as directed.	Sq. m	1	3		

55	<p>Front Door: Providing and fixing ISI marked 30mm thick solid core flush door shutters, non-decorative type, BWP & borer resistant, core of block board construction with frame of 1st class hard wood and with 3mm commercial ply on both faces. The front side of the door shutter shall be provided with 4mm thick teak wood veneer of approved pattern and colour(Basic price: Rs.70/- per sqft). The shuttters shall be fixed to the existing wooden frames using ISI marked Stainless Steel butt hinges(100 x 60 x 1.9mm, 4Nos) with necessary screws including necessary cutting/chiselling/modifications including provision of additional wooden pieces to the door frames before fixing the doors. The work also includes providing and fixing lipping made of 2nd class teak wood battens having actual thickness from 9mm to 15mm and width equal to thickness of door, on all edges of flush door shutters with wooden adhesive of approved quality and screws/ nails as per direction of Bank's Engineer. Each door shall be provided with one Bank approved Godrej Nightlatch-inside opening rim lock (Product code 8261 - LKYLDN71L)with accessories and approved variety SS fixtures such as Door Handles(10" size decorative type, 1 No for outer side of door & 6" size, 1No for inner side), Towerbolt(6" size, 1No), Aldrop(10" size, decorative type, 1No for outer side & 6" size 1 no for inside), door stopper, eye piece, chain lock etc. Appx Size of Door: 2.05m x 0.90m Approved makes of flush door: Kitply, Greenply, Centuryply, Kutty, Archidply or equivalent. Approved makes of SS hinges & fixtures: Euro, Suzu or equivalent.</p>	No	1	3	
56	<p>Bedroom doors: Providing and fixing ISI marked 35mm thick solid core flush door shutters conforming to IS : 2202 (Part I) non-decorative type, BWP & borer resistant, core of block board construction with frame of 1st class hard wood and well matched commercial 3-4mm ply on both faces of shutters including ISI marked Stainless Steel butt hinges(100 x 60 x 1.9mm, 3Nos) with necessary screws and necessary cutting/chiselling/modifications to the existing frames to fix the doors. The work also includes providing and fixing lipping made of 2nd class teak wood battens having actual thickness from 9mm to 15mm and width equal to thickness of door, on all edges of flush door shutters with wooden adhesive of approved quality and screws/ nails as per direction of Bank's Engineer. Each door shall be provided with approved variety SS fixtures such as Door Handles(6" size, 2Nos), Towerbolt(8" size-1No, 6" size-1 No), Aldrop(10" size,</p>	Nos	1	3	

	1Nos), Door stopper etc. Appx Size of Door: 2.015m x 0.785m Approved makes of flush door: Kitply, Greenply, Centuryply or equivalent. Approved makes of SS hinges & fixtures: Euro, Suzu or equivalent.					
57	Repairs to door frames: Cutting and removing the decayed portion of existing wooden door frames in the flats and Providing and fixing 300mm long second class teak wood door frames by lap jointing including cost of all materials, labour etc complete as directed. No of wooden pieces used shall be taken for measurement.	Nos	1	3		
58	Providing and fixing in position approved design Heavy duty Stainless Steel curtain rods for doors and windows, 25 mm dia. 16 guaze thick, Kohinoor/Berry/equivalent make (having minimum basic price Rs. 40/- per R ft) with matching approved design brackets at both sides and curtain supports at intermediate positions where length of span exceeds 1.5 m as directed by Bank's Engineer. The rate quoted shall include for the cost of materials, necessary fittings and fixtures, transportation of materials, labour charges, taxes etc. complete including removal and taking away from site the existing old wooden pelmets/rods wherever exists.	R M	6.09	18.27		
59	Buyback: Discount towards buying back all the dismantled materials in the flats having scrap value such as Doors, windows, MS rods, pelmets, curtain rods, sanitary fittings etc and taking away the same from the site. The rate quoted against the item shall be considered as negative only.	Per flat	1	3		
	Total for Civil works:					



NABARD

ELECTRICAL WORKS						
A. 1 BHK Flats						
1A	Point wiring for light points with 5 A modular switches, plates, etc. (One point controlled by one switch)	No	11	33		
1B	Point wiring for 5A plug point having socket with switch on the same board	No	10	30		
1C	Point wiring for Door Bell point including the cost of electronic bell as approved by the Bank	No	1	3		
1D	Point wiring for ceiling fan with electronic regulator, switch, etc.	No	4	12		
1E	Point wiring for exhaust fan consisting of 5A socket near fan and switch on light switch board or at appropriate location as decided by the Bank	No	2	6		
2	Supplying & fixing, including circuit wiring, suitable size independent GI box with modular plate and cover in front of surface or in recess	No	5	15		
3	16A Point wiring	No	4	12		
4	Distribution Board	Set per flat	1	3		
5	Supply and installation of 18W LED lights, 48 inches Make: Phillips or approved equivalent	No	3	9		
6	Supply and installation of 12 x 12 inch exhaust fan for kitchen, white colour with PVC fan and louvers Make: ACE make Model Triumph or equivalent,	No	1	3		
7	Supply and installation of 6 x 6 inch exhaust fan for toilet, white colour with PVC fan and louvers Make: ACE make Model Tangent or equivalent,	No	1	3		
8	Less discount for removal of old/scrap material like wires, switches, boards, DB and accessories under buy back arrangement.	LS per flat	1	3		
Total amount for 3 flat						

Modular Kitchen						
	1 BHK flats					
1	Supplying pre-fabricated / factory made modular kitchen units below existing kitchen platform/counter (approximately 750 mm in height and 700 mm in depth)	Sqm	2.5	7.5		
2	Supplying of pre-fabricated / factory made Over head kitchen cabinet units of 600 mm in high and 300 mm in depth	Sqm	2.1	6.3		
3	Supplying wooden shutters for the existing vertical storage space at the wall 3 top side in the kitchen with 6 shutters; each with two auto hinges and one brush finished SS handle (minimum size 150 mm)	Sqm	2.2	6.6		
4	Installation, testing, commissioning of all above kitchen modular units at item nos 1, 2 & 3 above, along with all accessories, hardware and fittings including additional / extra equipment and commissioning inclusive of all taxes, service tax etc. complete.	Job per flat	1	3		
	Total for 03 flat					
	Grand Total - Civil + Electrical + Modular kitchen					
	Add GST @ 18%					
	Grand Total					
	Rebates if any					
	Final Total					