

**Tender
For
External repainting and Pre-
requisite repairs works at NABARD
staff quarters, Jaipur**

PART I - TECHNICAL BID



NABARD

**NABARD, Rajasthan Regional Office
3, Nehru Place, Tonk Road, Jaipur – 302015
dpsp.jaipur@nabard.org**

Date of issue of tender document	10 March 2017
Pre Bid Meeting with bidders	15:00 hrs. on 27 March 2017
Due date and time for submission of tender	15:00 hrs. on 19 April 2017
Date and time of opening technical bids	15:30 hrs. on 20 April 2017

NOTICE INVITING TENDER

Ref. No.NB/RRO/ /SQ-External Painting / 2016-17

Date: 10 March 2017

M/s _____

Dear Sir/s,

Subject: External Painting and Pre-requisite Repair works at NABARD Staff Quarters, Malviya Nagar, Jaipur.

Tenders are invited from eligible interested parties to tender for the captioned work. The tender form can be obtained from the office of Chief General Manager, NABARD Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015, on or before 19 April 2017 or may be downloaded from NABARD website (www.nabard.org) after satisfying the fulfilment of the criteria mentioned therein.

The sealed tender in the prescribed tender form in envelopes as follows should be addressed to Chief General Manager, NABARD, Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015 and super scribed as "**External Painting and Pre-requisite Repair works at NABARD Staff Quarter, Malviya Nagar, Jaipur.**" The envelope shall be dropped in the Tender Box provided at first floor, in the Department of DPSP, NABARD Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015, **not later than** 15.00 hrs on 19 April 2017.

If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening by the tenders shall be shifted to next working day without change of time and venue.

NABARD reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bound themselves to accept the lowest or any tender.

NABARD also reserves the right to negotiate or partly accept any or all, in part or in whole the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NABARD for negotiation etc., if required. Tenders, which do not fulfil all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to Chief General Manager, NABARD, Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015, who will review the questions and where information sought is not clearly indicated or specified. NABARD will issue clarifications to all the tenderers, which will become part of the contract document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender documents or any doubts as

to their meaning are not brought to the notice of NABARD, before three working days prior to the date of submission of the tender.

The Tenderers may please note this. NABARD also reserves the right to divide and distribute the work to more than one contractor. In such cases the decision will be solely at the discretion of NABARD including that of assignment of works. You are advised to ensure strict observance of commercial aspect of this tender and also of the following points:-

- a. Time of Completion- **03 months** including monsoon months from the 10th day of issue of letter of acceptance for tender.
- b. The onus of Cooperation with other contractors for any disciplines in services lie on the tenderer.
- c. It may please be noted that all documents that comprise the tender documents should be signed and sealed by the tenderer.
- d. No part of the bill of quantities including specifications should be deleted.
- e. Validity of offer: **90 days** from the date of opening of price bids.
- f. Defects liability Period: **12 months** from the date of virtual completion, as certified by NABARD.
- g. 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.
- h. 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.
- i. The successful tenderer will enter into agreement with NABARD as per the standard format given in the tender on a non-judicial stamp paper as per prevailing Stamp Act of the State within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
- j. Earnest Money Deposit: Rs.162000/-
- k. Cost of Tender: Rs 1000/-.

ELIGIBILITY CRITERION FOR TENDER

Pre-qualification condition:

1. The firm should have experience of similar works during the last 5 years.
2. The annual turnover of the firm during each of the last 3 years should be at least 30% of the estimated cost of the tender.
3. The firm should have done at least

- i. Three similar works whose value is not less than 40% of the estimated cost or
- ii. Two similar works whose value is not less than 50% of the estimated cost or
- iii. One similar work whose value is not less than 80% of the estimated cost.

For the purpose of this clause 'Similar work' means the work of **External Painting and Pre-requisite Repair works at NABARD Staff Quarter, Malviya Nagar, Jaipur** as per specifications specified in Schedule- A

A pre tender meeting is arranged on 27 March 2017 at 15.00 hrs. at Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015. You are also requested to attend the meeting to satisfy yourself regarding queries and doubts, if any.

This Notice Inviting Tender (NIT) shall also form part of the Tender Documents.

1. Each tender will comprise of two parts viz. Part-I comprising Notice Inviting Tender, Form of Tender, Instructions to Tenderers, Articles of Agreement, General and Special Conditions of Contract, Detailed Specifications and Part-II comprising of Schedule of Quantities.

Sealed Tenders in the prescribed tender form in two separate envelopes should be submitted to the Chief General Manager, National Bank for Agriculture & Rural Development, Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015 and super scribed “**External Painting and Pre-requisite Repair works at NABARD Staff Quarter, Malviya Nagar, Jaipur.**”

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

a. Cost of tender (in form of DD)

b. Earnest Money Deposit (in form of DD)

c. Notice Inviting Tender

d. Pre-contract Integrity Pact duly filled and signed on Rs.200/- Non-Judicial Stamp Paper

e. Form of Tender

f. Eligibility criteria of the contractors

g. Special Instructions to the contractors

h. General Instructions to Contractors & General Conditions

i. Special Conditions

j. Technical Specifications

k. List of approved makes of materials/trade

l. Power of attorney authorizing the person to sign the tender.

m. General Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria..

Price Bid (Part-2) i.e. i.e. Envelope No.-2 Envelope No. 2 – shall contain only Schedule of Quantities duly priced and completed in all respects. This shall not include any conditions whatsoever.

3. Both the envelopes along with the tender cost should be submitted to the above office not later than 15:00 Hrs. on 19 April 2017. Envelope No. 1 will be opened at 15:30Hrs. on 20 April 2017 in presence of tenderers or their authorized representatives who choose to be present.

4. After opening of the Envelope No.1 and assessing the conditions stipulated by bidders, if any, the Employer will, if he so decides, may inform all the tenderers about any modifications in the tender conditions. Tenderers who agree to the changed conditions along with original in- toto will be allowed to make modifications if they so wish in their tender prices by means of a letter to be submitted in sealed cover, which, along with their price bid will form the final price bid. A tender will be rejected if any tenderer proposes any deviation from the above.

5. The Envelope No. 2 shall be opened only in respect of those tenderers who after discussion bring their tenders in line with the requirements of tender document and are acceptable to the Employer. The decision of the Employer in this regard shall be binding on the tenderers and not open to question or appeals.

6. Tenders received late on account of any reason whatsoever and telegraphic and faxed tenders shall not be entertained.

Yours faithfully,

(Dr. Surendra Babu)
Deputy General Manager.

FORM OF TENDER

Place: Jaipur
Date: 10 March 2017

Chief General Manager,
National Bank for Agriculture
and Rural Development,
Rajasthan Regional Office,
Jaipur.

Dear Sir

Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

(a) Description of work/s	: External Painting and Pre-requisite Repair works at NABARD Staff Quarter, Malviya Nagar, Jaipur
(b) Estimated Cost	: Rs.80.76 lakhs
(c) Earnest Money	: Rs.162000/- (Rupees One Lakh Sixty Two Thousand Only) in the form of Demand Draft favouring "NABARD"
(d) Percentage, if any, to be deducted from bills towards I.T. S.T. etc.	: Prevailing statutory taxes as per Govt. Notifications
(e) Retention Money Deposit	: 5% of bill value
(f) Time allowed for completion of the work/s from tenth day after date of written order i.e. date of commencement	: 03 months

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

3. I/We have enclosed DD for Rs.162000/- (Rupees One Lakh Sixty Two Thousand Only) as Earnest money and Rs.1000/- as Tender Cost with the National Bank for

Agriculture and Rural Development, Jaipur which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD. The cost of the tender will not be refunded in any case.

4. "Initial Security Deposit" of 2% of accepted value of the tender shall be provided by the successful tenderer in form of bank draft from a scheduled bank within 15 days of intimation to him of acceptance of tender. The EMD already furnished shall be taken in to account while determining the ISD. In other words EMD shall become a part of ISD. The ISD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.

5. I / We agree to pay Income-tax, Sales-tax, Works Contract Tax, Labour Welfare Fund Charges, Octroi duties and taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. The rates quoted by me /us are inclusive of all such taxes and charges including service tax, change in tax etc. as are applicable and the rates quoted by me/us are firm and not subject to any change due to fluctuations in any taxes or in the market.

6. I / We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.

7. I / We agree to keep our offer open for 90 days from the date of opening of price bid / Part-II of the tender/Envelope No. 2, namely, our Price Bid.

Signature of Contractor
With seal & stamp

A. ELIGIBILITY CRITERIA OF THE CONTRACTORS

The contractor shall fulfil the following eligibility criteria for participating in the tender:

- i) The average annual financial turnover of the contractor/ firm during the last three years (ending 31.03.2016) shall not be less than Rs. 73.00 lakh.
- ii.) The bidders should have the experience of completion of similar works on during last 7 years ending last day of month previous to the one in which tenders are invited, should be either of the following:
 - a. Three similar completed works whose individual work value is costing not less than Rs. 29.20 lakh
 - b. Two similar completed works whose individual work value is costing not less than Rs. 36.50 lakh
 - c. One similar completed works whose individual work value is costing not less than Rs. 58.40 lakh
- iii.) The contractor/firm should have valid registration for VAT, Service Tax etc. The contractor shall submit the copies of registration certificates for verification.

The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2016).

[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements II & III]

B. SPECIAL INSTRUCTIONS TO THE CONTRACTORS

1. Intending contractors are required to submit their profile by giving details in the enclosed proforma about their organisation, experience, professional personnel in their organisation, competence, etc.
2. The tenders shall be signed by the person/persons on behalf of the organization having necessary Authorisation/Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).
3. If the space in the proforma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of application, if required.
4. Tenders containing false and/or incomplete information are liable for rejection.
5. While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having

agreement/completion value of Rs. 20.00 lakh and above. The copies of the bill raised may be enclosed for assessment and verifications in this regard.

6. The contractor must have qualified and experienced professionals in the respective discipline.

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

8. The Earnest Money Deposit of Rs.162000/-(Rupees One Lakh Sixty Two Thousand Only) by way of Demand Draft drawn on any scheduled Bank favouring NABARD payable at Jaipur as mentioned in “Clause b” of Form of Tender shall be submitted along with the Technical bid (Part-1).

9. In case of successful bidder, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded as indicated at clause 33 of Section-C of Tender Document. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.

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

11. Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.

ANNEXURE A

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____ (hereinafter called the “BUYER”, 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 “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER /Seller is willing to offer/ has offered the stores and

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

NOW, THEREFORE,

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

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

Enabling BIDDERS 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 BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

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

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

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

3.1 The BIDDER 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 BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER 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 BUYER 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 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER 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 BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, 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 BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

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

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

3.13 The BIDDER 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 BUYER.

4. Previous Transgression

4.1 The BIDDER 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 BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.162000/- (Rupees One Lakh Sixty Two Thousand Only) as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments.

- i. Bank Draft or a Pay Order in favour of NAABRD
- ii. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (as specified in the RFP)

5.2 The Earnest Money/ Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

6. Sanctions for Violations

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores,

such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

vi. To cancel all or any other contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER 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 BUYER.

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

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

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

6.2 The BUYER 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 BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER 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 BIDDER 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 BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitor Shri A. K. Bansal (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 BIDDER/ Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later in case

BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer
Designation

Chief Executive Officer

NABARD

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

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

GENERAL INSTRUCTIONS AND CONDITIONS TO CONTRACTORS

1. Sealed item rate Tenders, in both Envelopes should be addressed to Chief General Manager, NABARD, Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015 and super scribed " External Painting and Pre-requisite Repair works at NABARD Staff Quarter, Malviya Nagar, Jaipur " and send so as to reach him not later than **15.00 hr. on 19 April 2017**. Tenderers should clearly indicate on each copy of the tender, under their full signature, whether it is the original or duplicate copy.

2. No tender will be received after **15.00 hr. on 19 April 2017** under any circumstance whatsoever.

3. (a) Tenders will be opened at **15.30 hr. on 20 April 2017** at his office by Chief General Manager, National Bank for Agriculture and Rural Development, Jaipur or any other officer designated for this purpose by him in the presence of the other officials and the tenderers or their representatives, should they choose to be present.

(b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening the tender which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.

(c) The tenderer must use only the forms issued by the Employer/Downloaded from Website to fill in the rates.

4. (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.

(b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.

(c) Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not so signed may be rejected.

(d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to tender into the proposed contract. Otherwise the tender may be rejected by the Bank.

5. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in the whole or in part, without assigning any reasons for doing so.

6. (a) Intending tenderers shall pay as earnest money a sum of Rs.162000/- (Rupees One Lakh Sixty Two Thousand Only) and a sum of Rs. 1000/- as cost of the tender by a demand draft drawn on a scheduled Bank which amount will be credited into the

office of the National Bank for Agriculture and Rural Development. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalization of work order. The cost of the tender will not be refunded in any case.

(b) Under no circumstance, earnest money deposit or the cost of the tender will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.

7. The Earnest Money Deposit of Rs.162000/- (Rupees One Lakh Sixty Two Thousand Only) paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD.

8. On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and "the said Conditions" but the written acceptance by the National Bank for Agriculture and Rural Development, of a tender will constitute a binding contract, between the National Bank for Agriculture and Rural Development and the person so tendering, whether such formal agreement is or is not subsequently executed. The cost of the Stamp paper is to be borne by the successful tenderer.

9. (a) In addition to the Earnest Money Deposit under clause 7 and as further security for the due fulfilment of the contract by the contractor, 5% of the value of work done will be deducted by the Employer as Retention Money from each payment to be made to the Contractor.

(b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his retention money and the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

10. The contractor shall not assign the Contract/not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

11. The tenderer shall submit along with his tender a list mentioning the names of manufacturers of paints and other items/material which he proposes to use in the work if his tender is accepted.

12. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alteration by omission, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered

in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

13. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.

14. The rates quoted in the tender shall include all charges for scaffolding, centring, hire charges for any tools and plants, sheds for material, marking out and clearing of site, watering, as mentioned in the specification. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates sales tax, service tax, works contract tax, excise duty, octroi and any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable. No claim in respect of any taxes or levy shall be entertained by the Employer.

15. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

16. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in clause 24 of the General Terms & Conditions and clause 25 of the Special Terms & Conditions of the tender. The tenderer shall before commencing work prepare a detailed work program, which shall be approved by the Employer.

17. Tenders will be considered only from recognized bonafide contractors in the trade as given in the NIT. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the Contractor in it and the time within which the works done by the Contractor in it and the time within the works were completed.

18. Special attention of the tenderer is drawn to the alternative items in the Schedule of probable Quantities, the rates and amounts for these alternative items (if given) shall be duly filled in and tenderer is informed that his tender will not be considered unless the alternative rates are given for these items. The Employer reserves to himself the right to adopt any of the alternative items either in scrutinizing and deciding upon the tender or later when the works are being executed.

19. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

20. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.

21. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

22. The Employer will provide water and power required for the work free of cost at a suitable point and the contractor shall make his own arrangement to carry the same as required. The Contractor should ensure that the water and power facility provided by the Employer are not wasted.

23. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

24. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

For the purpose of this condition, the expression “from the commencement to completion of work” shall mean the time commencing from the issue of the work order to the contractor and ending with the issue of Virtual Completion Certificate.

25. We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's proforma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.

I / We hereby declare that I / We have read and understood the above instructions for the guidance to tenderers.

Witness Signature of Tenderer

(with seal & stamp):

Address: _____

Date: _____

SPECIAL CONDITIONS OF THE CONTRACT

1. The Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
4. Bids submitted by un-authorized agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.
5. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
6. Rates should include for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.
7. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines, scaffolding etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
8. If the last date of receipt of Tender is a holiday, then submission of Tenders shall be shifted to next working day without change of time and venue.
9. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
10. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
11. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures.

If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

- a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
- b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

12. No advance shall be paid towards mobilization and cost of materials.

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

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

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

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the Employer and contractor and the policy lodged with the Employer.

The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the **CAR (Contractors All Risk Policy) for insurance equal to the amount of issued work order for this work** for his persons employed at site and for third party. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract. **Policies should be taken in the joint names of NABARD and the Contractor for which first name should be NABARD.**

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

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

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

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

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

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

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

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

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

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

22. Rates quoted by the contractor shall be as indicated in the tender and may be extended further with mutual consent of NABARD and the contractor. \

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

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

- a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers

- d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e. Fellow of Indian Institute of Architects

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

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

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

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

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

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

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

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

The award of the Arbitrator shall be final and binding on the both the parties. Subject to aforesaid the provisions to the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

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

DECLARATION BY THE CONTRACTOR

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

(SIGNATURE OF THE TENDERER)

NAME and SEAL:

ADDRESS :

Place :

DATE :

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

THE CONDITIONS HEREINBEFORE REFERRED TO

1. In Construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

(a) "Employer"	Shall mean National Bank for Agriculture and Rural Development, Jaipur and shall include its assigns and successors.
(b) "Contractor"	shall mean _____ and shall include his/their legal representative, assigns or successors.
(c) "Site"	shall mean the site of the contract works/including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
(d) "This Contract"	shall mean the Pre Contract Integrity Pact, Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. all attached hereto and duly signed.
(e) "Notice in writing"	written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered
(f) "Act of Insolvency"	shall mean any act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
(g) "The works"	shall mean the "External Painting and Pre-requisite Repair Works at NABARD Staff Quarters, Malviya Nagar, Jaipur as provided herein.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

2. The Contractor shall carry out and complete the said work in every respect in accordance with the Contract and with the direction of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instruction, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to :-

a. The Variations or modifications of the quality or quantity of works or the addition or omission or substitution of any work.

b. Any discrepancy in the drawing or between the Schedule of Quantities and/or Drawing and/or Specifications.

c. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material there for.

d. The removal and/or re-execution of any works executed by the Contractor.

e. The dismissal from the works of any person employed thereupon.

f. The opening up for inspection of any work covered up.

g. The amending and making good of any defects under clause 19.

h. The Contractor shall forthwith comply with and duly execute any work comprised in such employer's instructions provided always that verbal instructions directions and explanations given to the Contractor or his representatives upon the works by the Employer shall if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's Instructions within the scope of the Contract.

3. The Contract shall remain in the custody of Employer and shall be produced by him at his office as and when required by the Contractor. The Contractor on the signing thereof shall be furnished free of cost with a certified copy of the Agreement.

4. The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specification taken together whether the same may or may not be particularly shown or described there from, and if the Contractor finds any discrepancy in the writing refer the same to the Employer who shall decide which is to be followed.

5. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Bye-Laws of any authority and of any Water, Lighting and other Companies and shall before making any variations from the Specification that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, Bye-Laws, in question, and any variation so necessitated shall be dealt with under clause No. 15/16.

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims' and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

6. The Contractor shall maintain in a readily accessible place, first-aid appliances including an adequate supply of sterilized dressings and cotton wool. In case of injury, arrangement should be made by the Contractor to take the injured person to the nearest hospital without loss of time.

7. Suitable and strong scaffoldings should be provided for workmen for all works that cannot safely be done from ground or from solid constructions. When a ladder is used, an extra mazdoor shall be engaged by the Contractor for holding the ladder. No Portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm. (clear) for length up to 3 meters, for every additional meter, 5 cms increase in width shall be provided. The distance between two adjacent rungs shall not be more than 30 cms.

8. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person.

9. The Contractor shall set out works and shall be responsible for the repairs and painting of the buildings.

10. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's Instructions, and the Contractor shall, upon the request of the Employer, furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall, at his own cost, arrange for and/or carry out any test of any materials which the Employer may require.

11. The Contractor shall give all necessary personal superintendence during the execution of the work, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any direction, explanation, instructions or notice given by the Employer to such representative shall be held to be given to the Contractor.

12. The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him, who may, in the opinion of the Employer, be incompetent or misconducts himself, and such person shall not be again employed on the work without the permission of the Employer.

13. The Employer, and their respective representatives shall at all reasonable times have free access to the works and/or to the workshop, factories OR other places where materials are lying or from which they are being obtained, and the Contractor shall give every facility to the Employer, and their representatives necessary for inspections and examination test of the materials and workmanship. No person unauthorized by the Employer except the representatives of Public Authorities shall be allowed on the works at any time.

14. The whole of the works included in the Contract shall be executed by the Contractor and Contractor shall not directly or indirectly transfer, assign or underlet the Contractor or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendent of the works during their progress.

15. No. alternation, omission or variation shall vitiate this Contract but in case the Employer think proper at any time during the progress of the works to make any alternations in or addition to or omissions from the works or any alternation in the kind or quality of the materials to be used therein and shall give notice thereof in writing and under his hand to the Contractor, the Contractor shall alter, add to or omit from as the case may require, in accordance with such notice, but the Contractor shall not do any work extra to or make any deviation from any of the provision of the Contract, stipulation, Specification without the previous consent in writing of the Employer and the value of such extras, alternations, additions or omissions shall in all cases be determined by the Employer in accordance with the provisions of Clause 20 hereof, and the same shall be added to or deducted from the Contract amount accordingly.

16. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof ascertained under Clause 20 hereof shall be added to or deducted from the Contract amount (as the case may be) provided that there shall be no rectification or error in the Contractor's Schedule of Rates.

17. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of Rates and Prices which rates and prices

shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

18. The Employer may from time to time intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Employer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

19. Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Employer or a person approved by him shall be taken in accordance with the Standard Method of Measurements.

The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

20. Should it be found after the completion of the work from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of works thus ascertained are less or greater than the quantities or amounts specified for the works in the Priced Schedule of Quantities and/or Tender or that any variation is made, the valuation of such Quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules :

(a) (i) The net rates of prices in the original Tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.

(b) The net prices of the original Tender shall determine the value of the items omitted provided if omissions vary, the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub clause (c) hereof.

(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof, shall be such that in the opinion of the Employer the net rate or price contained in the priced Schedule of Quantities or Tender or for any item of the works involves loss of expense beyond that reasonably contemplated by the Contractor, is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstance he shall think reasonable and proper.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the Tender or the Priced Schedule of Quantities or; if not so stated then in accordance with the local day work rates and

wages for the direct, provided that in either case vouchers specifying the daily time and material employed, be delivered for verifications to the Employer or his representative, at or before the end of the week, following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within 12 months of the completion of the Contract works as defined in Clause 23 hereof.

21. Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed, except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss or damage to such materials.

22. The Employer shall, during the progress of the works, have power to order in writing from time to time, removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specification or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with material or workmanship not in accordance with the Specification or instructions; and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expenses consequent or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

23. Any defect, such as peeling off, fading of paint or other faults which may appear within the "Defects Liability Period" stated in the appendix hereto or, if none stated, then within 12 months after the virtual completion of the works arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract shall upon the directions in writing from the Employer, and within such reasonable time as shall be specified therein, be mended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other person to amend and make good such defects, 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 Employer from the amount which may become due to the Contract, or the Employer, may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum equivalent to the cost of amending such work. In the event of the amount retained under Clause 31 being insufficient, recover the balance from the Contractor, together with any expense the Employer 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 Employer as provided in Clause 15, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof.

24. The Works shall not be considered as completed until the Banks' Engineer has certified in writing that they have been virtually completed and Defects Liability Period shall commence from the date of virtual completion mentioned in such certificate.

25. The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or damages arising from carelessness, accident or any other cause whatever in any way connected with the carrying out of the Contractor. This Clause shall be held to include, inter alia, any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to buildings and works forming the subject of this Contract, by frost or other inclemency of weather. The Contractor shall indemnify them and hold him harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

The Contractor shall reinstate all damages of every sort mentioned in this Clause, so as to delivery up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office, a Policy of Insurance in the joint names of the Employer and the Contractor, against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved office a Policy or policies with the Employer from time to time, during the currency of the Contract.

The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges of expenses

arising out of claim or proceedings and also in respect of any award of or compensation of damages arising there from.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damages from any or all sums due or to become due to the Contractor.

26. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

27. If the Contractor fails to complete the work by the date stated in the Appendix or within any extended time under Clause 28 hereof the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages and the Employer may deduct damages from any moneys due to the Contractor.

28. If in the opinion of the Employer the works be delayed (a) by force majeure or (b) reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or Public Authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesman engaged or nominated by the Employer and not referred to in the Schedule or Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building traders, the Employer may make a fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lockout, the Contractor shall as soon as may be, give written notice thereof to Employer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required, to the satisfaction of the Employer to proceed with work.

29. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such instructions. The Employer may employ and pay other person to execute any such work whatsoever, that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer, on the Certificate of the Bank's Engineer, as a debt or may be deducted by him from any money due or to become due to the Contractor.

30. If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an Incorporated Company shall have an order

for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court 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 requiring him to do so to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security there for, if so require by Employer.

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 creditor of the Contractor.

OR

shall assign or sublet this Contract without the consent insolvency writing of the Employer first obtained.

OR

shall charge or encumber this Contract or any payment due or which may become due to the Contractor there under.

OR

if the Contractor

i) has abandoned the Contract, or

ii) 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 Employer Notice to proceed, or

iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or,

iv) has failed to remove materials form the site or to pull down and replace work for seven days after receiving from the Employer's written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or

v) 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 requiring the Contractor to observe or perform the same, or,

vi) has insolvency defiance of the Employer's instructions to sublet any part of the Contract.

Then and insolvency any of the said cases the Employer may notwithstanding any previous waiver, after giving seven days' notice insolvency writing to the Contractor,

determine the Contract. And further, the Employer by his Agents or servants, may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and material lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen, insolvency carrying on and completing the work or by employing another Contractor or other person or persons to complete the works and the Contractor shall not insolvency anyway interrupt or do any act, matter or things, to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works.. When the works shall be completed, the Employer shall give a notice insolvency writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realized.

31. The Contractor shall be paid by the Employer from time to time by instalments on account of the works executed when insolvency the opinion of the Employer, work to the approximate value named insolvency the Appendix as "Value of work for Interim Payments" until the total amount retained shall reach the sum named insolvency the Appendix as "total Retention Money" after which time the instalments shall be up to the full value of the work subsequently so executed and fixed in the Building. And the Contractor shall be entitled to the payment of the Final Balance insolvency accordance with the Final Certificate to be issued insolvency writing by the Bank's Engineer at the expiration of the period referred to as "the Defects Liability period" insolvency the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof which ever shall last happen, provided always that 'on account' payments during the progress of the works or at or after their completion, shall not relieve the Contractor from his liability, insolvency cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies insolvency the works or materials which a reasonable examination would not have disclosed.

The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.

32. The decision opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clauses.

Insert hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without Appeal.

ARBITRATION

33. If any dispute, difference or question shall at any time arise between the parties as to the constriction of this Agreement or concerning anything or as to the rights, liabilities and duties of parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer or its Chief General Manager is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days' notice insolvency writing to the other (hereinafter referred to as the "Notice for Conciliation/Arbitration") clearly setting out the items of dispute to a Conciliator or Sole Arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the conciliator or the sole arbitrator referred to above, the Employer shall send to the Contractor within thirty days of the "Notice for Conciliation/Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractors shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the Conciliator or the sole arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator referred to above, the Employer shall send to the Contractor within thirty days of the "Notice for Conciliation/Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractors shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the Conciliator or the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of

the persons from the panel as Conciliator or the Sole Arbitrator and communicates his name to the Employer.

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

The Conciliation/arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator(s) the award of the Arbitrator(s) shall be binding and final on the parties. It is hereby agreed that in all disputes preferred to the Arbitrator, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially be paid in equal proportion by each of the parties.

The cost of the Conciliation/Arbitration including the fees, if any, of the Conciliator or the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Conciliator or the Arbitrator as the case may be in the award.

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

34. The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recover the sum.

35. If, for any reason, the Employer is obliged, by virtue of the provisions of sub-section (1) of section 12 of the Workmen's Compensation Act, 1923, to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover such amount or any part thereof by deducting if from the security deposit or from any sum due by the Employer to the Contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under subsection (1) of Section 12 of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.

36. Without prejudice to any of the rights of remedies under this contract if the Contractor dies, the Employer shall have the option of terminating the contract without compensation of the Contractor.

Excepted Matters

37. The decision of Bank in respect of conditions described in Para 2, Para 4, Para 10, Para 11, Para 26, Para 23, Para 28, Schedule of quantities, rates and percentage approved by bank shall be final & binding on the Contractor. These matters will not be subject of arbitrator under any circumstances.

APPENDIX HEREIN BEFORE REFERRED TO

Clause 12	Defect Liability Period	01 year
Clause 19	Period of final measurements	03 months
Clause 26	Date of commencement	10 th day of issue of work order
Clause 26	Date of completion	Date of virtual completion of work
Clause 27	Value of work for interim certificates	Rs.25.00 lakhs
Clause 28	Retention money percentage	5% of the bill value
Clause 29	Total Retention Money (Earnest Money + Retention Money)	5% of the total value of the work
Clause 30	Refund of Retention Money	One year after completion of Virtual completion certificate and successful completion of defect liability period

Scaffolding: If required scaffolding is to be provided.

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

The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work or actual painting.

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

TECHNICAL SPECIFICATIONS

PAINTING WORKS:

1. The entire work shall have to be of good quality. The contractor shall use materials of readymade paints of best quality and of approved manufacturers as per Annexure "A" to this specification. The Contractor will not be permitted to carry out any mixing at site except for addition of thinners for thinning the paint.
2. Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 sqm. For each patch) and also making up the broken arise, edge of walls, columns, beams, sills, ceiling, etc. so as to match the existing surface.
3. Special care shall be taken by providing suitable covers, tarpaulins etc. to prevent dust nuisance.
4. The contractor has to wash & clean the floors after his work in the area that has been completed.
5. No further coat shall be applied, till previous coat has completely dried up.
6. Additional coats shall have to be given without any extra cost, if instructed by the Bank, over and above the number of coats prescribed till the surface presents smooth and uniform finish.
7. The contractor should include the cost of erecting scaffoldings, ladder, jhulla etc. required for painting the staircase / building both from inside and outside.
8. Care should be taken to paint switch boards, electric wiring on batten with paint similar to wall or ceiling as the case may be for which no extra payment will be made.

a. MEASUREMENTS FOR PAINTING:

All measurements shall be in metric units. Length and breadth to be measured correct to a centimeter.

b. Deductions in measurements to be regulated as follows:

For Acrylic emulsion paint interior/exterior, spirit polish, synthetic enamel paint.

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

bb. Openings exceeding 0.5 sqm. shall be deducted and jambs, soffits, sills etc. measured.

9. CO-EFFICIENTS TO BE APPLIED TO GET PLAIN AREAS OF PAINTING

a. Wooden doors, windows, partitions etc. (MEASURED FLAT INCLUDING FRAME)

S. NO.	DESCRIPTION	SPECIFICATION/ COEFFICIENT
1.	Panelled doors and windows etc.	1.3 (for each side)
2.	Flush Doors	1.2 (for each side)
3.	Fully glazed doors and windows etc.	0.8 (for each side)
4.	Carved or enriched work	2 (for each side)
5.	Partly panelled and partly glazed doors, windows and partitions	2 (for both sides)
6.	Fully venetianed or louvered (not with glazing)	1.8 (for each side)
7.	Low railing with vertical balustrade and bracing and railing	0.50 (for each side)

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

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

c. General Work:

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

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

S. NO.	DESCRIPTION	SPECIFICATION/ COEFFICIENT
1.	Panelled doors & windows with MS choukhat (single or double rebate)	1.30 (for each side)
2.	Flush wooden doors and windows with MS choukhat (single or double rebate)	1.20 (for each side)
3.	Glazed window with MS frame (single or double rebate) with grill etc.	2.5 (for painting all over)
4.	MS wire mesh door with grill	2.0 (for painting all over)

Patch Repairing: -

The Patch repairs shall generally be carried out as under:

- a. Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the Engineer.
- b. The surface to be patch plastered, shall be wetted thoroughly and if plain, shall be roughened up by hacking.
- c. The plastering shall be done as directed. The finishing coat shall match with the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.
- d. The cement mortar used shall be 1:6 (one part cement to six parts of sand by volume) and the work shall be done as directed by the Engineer.
- e. The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.
- f. Wide cracks in plaster, if any shall be grooved as directed and should be filled by polymer modified cementitious repair mortar such as Roff Plaster coat R 03 & 05 or equivalent make, as per manufacturer specifications. No payment will be made for this operation.
- g. Minor cracks in plaster due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled and finished with "SNOW FILLA" or mentioned in schedule of quantities specifications. The rates quoted for respective items shall be inclusive of this operation.
- h. Measurement:** The measurements of the patches exceeding 0.1 sq.m. in area shall only be recorded. The patching work having 0.1 sq.m. or less in area shall not be measured and paid for.

Scaffolding: Unless otherwise instructed by the Engineer, single/double bamboo scaffolding or MS props, if required at site) having two sets of vertical supports shall be provided for repair work. The supports shall be sound and strong, tied together by horizontal members over which scaffolding planks shall be fixed.

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

The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work or actual painting.

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

Painting:

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

1. Exterior painting:

The surface shall be prepared as directed and by removing any existing fungus or mould growth shall be completely removed by thoroughly scraping and rubbing down with water jet, bristle/scrap with brush and sand paper then washing down with clean water and allowed to dry. The surface shall be brushed with a soft bristle brush to remove any dust particles 24 hours after the wash. All the cracks shall be properly defined with sharp edge tool, cleaned & filled the same & crevices with Latex caulking crack filler etc. complete generally or as per the manufacturer's specification and as directed.

With Acrylic waterproof exterior emulsion:

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

2. Painting for Interior surfaces:

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

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

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

Application of Wall Care Putty:

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

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

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

(iii) **Application of paint:**

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

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

(B) Enamel painting:

1. Wood and Plastered surface:

a). While preparing surface in old wood work, accumulated dirt, grime, mould due to dampness etc. shall be removed and the surface examined for defects. all projections such as glue or whiting spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed and gaps filled with seasoned timber piece and made level with the rest of the surface.

b). Surface of previously painted wood work, if it is smooth and in good condition, shall be cleaned with white spirit or other detergent. Rub surfaces with abrasive paper, wash clean, remove with fresh water and allow the surface to dry. Defective and loose putty shall be replaced.

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

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

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

Application of paint:

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

2. Enamel painting to steel work:

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

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

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

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

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

f). Apply finishing coat of approved shade as directed.

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

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

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

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

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

Scaffolding for painting: Unless otherwise instructed by the Engineer, single scaffolding having one sets of vertical supports of bamboo (or props, if required) shall be provided for repair work. The supports shall be sound and strong, tied together by horizontal members over which scaffolding planks shall be fixed. Suitable double nylon net with a mesh size of 25mm shall be provided at 4 M. height from the ground level around the buildings up to a distance of minimum 3 M. from the edge of the building in all sides to catch any falling objects causing accidents and offer protection to vehicles parked and people around.

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

The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work or actual painting.

Water proofing:

Cement, sand and water used shall be in conformity with the standard specification for repairing concrete with polymer modified cement mortar.

Brick bats shall be prepared out of whole, sound, well burnt bricks free from cracks and impurities.

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

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

Drainage pipes and sanitary fittings:

P V C: All pipes and fitting shall be of good quality CPVC ISI marked, dimensionally stables and not prone to mechanical damage in handling/ transportation. All pipes shall be bearing I.S. quality or equivalent to the requirement by the Municipal Corporation or local Authority.

Sanitary Fittings: All control valves, bib cocks, stop cocks, ball valves etc, shall be of the best approved quality.

Where pipes have to be cut or rethreaded, ends shall be carefully filed out so that no obstruction to bore is offered. In joining the pipes, the inside of the socket and the screwed ends of the pipe shall be rubbed over with white zinc and few turns of hemp yarn wrapped round the screwed end of the pipe which shall then be screwed home in the socket with a pipe wrench. Care must be taken that all pipes and fittings are kept at all times free from dust and dirt during fixing.

Internal Work: For internal work G.I. Pipes and fittings outside the walls shall be fixed by means of standard batten holder (gutti) and clamp keeping the pipe clear off the wall by 15 mm. Wherever directed by the Engineer-in-charge chasing of walls shall be done to embed pipes. All pipes and fittings shall be fixed truly vertical and horizontal or as directed by Engineer-in-charge. All embedded water pipes shall be wrapped in bituminous coated tape.

Kitchen Platform:

The locally available best quality mirror polished granite slabs (maximum 3 pieces) of approved shade will be provided and fixed by pasting the same to the top surface of the counter(top surface of the plywood) using approved quality and make synthetic resin adhesive

□ Openings /holes of appropriate dimensions shall be provided on the slab to insert SS sink and for hose pipe from LPG cylinder.

□ All exposed surfaces shall be shaped to the approved profile and polished to get the same finish of the top surface. The edge of the platform is to be moulded to full round with smooth finish.

□ The granite skirting on the top boarder should be of locally available best quality granite of approved shade to match with the granite counter top.

Fixing of Granites and vitrified tiles on floors:

The old marble mosaic tiles from the floor and dado area, the cuddapah stone slab from the staircase tread & landing area should be removed completely without damaging the base concrete. If any damage occurs to the concrete, it has to be made good with fresh cement concrete and the surface had to be brought to level. After cleaning the surface, a semi-viscous cement slurry layer has to be spread over the base concrete, which will act as a bond coat for the new tile / granite base course. The rich cement mortar of 1:4 of workable mix shall be spread over the cement slurry applied floor to receive the vitrified tiles / granite slabs. The same shall be fixed properly to line, level and slope with tapping with light weight hammer on all over the body of the granite slab / vitrified tiles. There should not be any entrapped air below the tiles / slab. After fixing of the slab / tile, there should not be any hollow sound after tapping with coin. The tile / slab joint are to be sealed with matching shade cemented pigment and cleaned properly. The staircase tread / landing granite slab should be moulded at the edges to the desired shape to mirror finished polish before fixing. The moulded edge of granite slab should be kept projected by about 5 to 10 mm from the face of the riser.

Fixing of Granites and vitrified tiles on wall / dado / skirting / staircase riser/hand rails:

All the old tiles from the wall / dado / skirting / staircase riser / lift door jamb / staircase window jamb & sill / reveal area should be removed completely without damaging the base concrete / masonry. If any damage occurs to the concrete, it has to be made good with fresh cement concrete and the surface had to be brought to level.

The staircase balustrade area (staircase wooden hand rail should be removed completely and taken away without any extra cost), entrance lobby wall dado, lift lobby wall dado, head room wall dado etc. are to be scrapped completely to remove the paint / neeru up to the cement plastered surface and subsequently the plastered surface is to be chipped with hammer & chisel thoroughly to make it sufficiently rough to receive the wall tiles.

After cleaning the surface, a semi-viscous cement slurry layer has to be spread over the base concrete, which will act as a bond coat for the new tile / granite base course. The rich cement mortar of 1:4 of workable mix shall be applied over the cement slurried surface to receive the vitrified tiles / granite slabs in vertical position. The same shall be fixed properly to line and level with tapping with light weight hammer on all over the body of the granite slab / vitrified tiles. There should not be any entrapped air below the tiles / slab. After fixing of the slab / tile, there should not be any hollow sound after tapping with coin. The tile / slab joint are to be sealed with matching shade

cemented pigment and cleaned properly. The lift collapsible gate side granite slab and any such other place, where semi-circular shape moulding is advised, should be done before fixing to them in position. The moulded edge of granite slab should be kept projected by about 15 to 20 mm from the plane face. The edge of the vitrified tile / granite slab should be properly filled up with cementitious material with matching pigment or with white cement and evenly finished from top. While fixing granite in the handrail portions, baby metal chips fixed to the granite using chemicals such as Aerolite has to be provided for more bonding, as directed by the Engineer.

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

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

Polymer Modified Cement Mortar and Anti corrosive coating.

i) Break open the loose and damaged concrete. Remove loose rust from reinforcement by light tapping or hammering. Apply rust removing chemical such as Rusticide of M/s Sunanda / Dr. Fixit or other equivalent make on exposed surfaces of reinforcement.

After 24 hours, wipe the reinforcement with cotton cloth and apply passivator coating using Polyalk Fixoprime of Sunanda make (or equivalent material from Dr. Fixit or any other approved brand) and cement slurry in the weight ratio 1:1.25 on the exposed surfaces of reinforcement.

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

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

SAMPLES FOR APPROVAL

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

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence in this regard shall be at the Contractor's account.

SAFETY CODE

- The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
- An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
- Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.
- Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
- All workers shall be provided with helmet, Safety Shoes and Safety belts.

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

Date:
Place:

Signature of tenderer
Name, Address & Seal

LIST OF APPROVED MAKE OF MATERIALS / TRADE

1. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.
2. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Employer / Architect. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
4. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

Sr. No.	Material	Brand
1.	Wall putty	Birla white / J.K. white
2.	Brick	First quality country burnt bricks
3.	Interior Acrylic emulsion	Premium Emulsion of Asian Paint and Beauty Gold washable emulsion of Nerolac or equivalent
4.	Exterior Acrylic Emulsion	Excel of Goodlas Nerolac, Ace of Asian paints or equivalent
5.	Elastic crack filling compound	Specified / Prescribed by the manufacturer viz. M/s. Sunanda specialty coatings pvt. ltd / M/s. Asian Paints / M/s. Nerolac / M/s. Dr.FIXIT / M/s. ICI Dulux or other approved equivalent make (like of M/s Choksey, M/s Sika)
6.	Silicon Sealant	M/s Dow Corning / M/s Sunanda speciality coating/ Dr. Fixit/ M/s Choksey Chemical or other approved equivalent
7.	Polymer latex	Sunanda / Monobond / RBR / SIKA
8.	Marine grade Ply wood conforming IS 710	Century, Kitply, Greenply, Anchor, Mayur
9.	Marine grade Block Board	Century, Kitply, Greenply, Anchor, Mayur
10.	Melamine Finish a) Latex b) High density foam	Asian Paints or equivalent ISI make MM Foam or equivalent ISI make U Foam or equivalent ISI make
11.	Ceramic Tiles/vitrified Homogeneous glazed tiles.	H&R Johnson, Kajaria, Nitco, Naveen, Bell
12.	Cement	ACC/ Ambuja / L&T / Sankar / Ramco / Coromandel
13.	Sand	Vaitrana river sand
14.	White CEMENT	Birla White, JK
15.	Glazing (Clear)	St. Gobain, Indo Asahi
16.	Hardware for general	Dorma, efficient Gadgets, palladium, flora

17.	Sanitary Ware	Hindustan, Parryware, Nyser
18.	Sanitary Fittings	Jaguar equivalent ISI make
19.	Stainless Steel sink	A.M.C. ,Diamond , Nirali
20.	CPVC crain Pipes / fittings	Supreme / Finolux /Prince/ Kissan
21.	Nahani Trap	NECO or equivalent ISI make
22.	G.I. Pipe	TATA, Zenith, Jindal
23.	Gate Valve	Leader or equivalent ISI make
24.	Sanitary Convenience Fittings	Kimberly Clarke or equivalent
25.	Aluminum Sections	Jindal
26.	Rust Passivator	Ruskil / Rusticide
27.	Super Plasticiser	Supercon 100/ Conplast 211
28.	Water Proofing Compound	CICO / Algiproof /Impermo/ Fosroc/Dr. Fixit/Roff/Sunanda
29.	G.I. Fittings	R-Brand uink, Kirti or any other ISI marked.
30.	W.C. Pan ,Wash Basin, Urinals	Parryware, Hindware sanitary ware
31.	E.W.C Seats	Hindware, parryware
32.	PVC Flushing Cisterns	Commander , Flush-Flow, Hindware, Parryware
33.	Mirrors /Glass	Asahi Glan, Saint Gobain, Modiguard
34.	Adhesives	SH, Araldite, Vamicol, fevicol
35.	Premium quality Vitrified Tiles	RAK/Nitco/Marbonite/Johnson/Kajaria or similar equivalent brand. However, the final selection of the tiles shall be the prerogative of NABARD and the contractor has to procure the same material even if the same is not there in the approved list.
36.	Granite slab	16-18 mm thick granite slab of approved colour and shade (The sample of the granite slab has to be approved by Bank and the base price should not be less than Rs 200/- per sqft).

BASIC INFORMATION

Sl. No.	Item	Information to be furnished by applicant	
1.	Name, registered address and phone numbers	Attach documentary proof	
2.	Full Address and phone numbers of Branches in India	use separate sheets as attachment	
3.	Organizational set up of the firm including names, qualifications and experience of partners /Associates and staff	Details to be furnished in the prescribed proforma (Statement I)	
4.	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.	
5.	i. Number of years in the Business of External repainting and repair works (Enclose document/Registration certificate) –		
6.	ii. What is the constitution of firm viz. Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc. Enclose copy of partnership deed, Articles of Association or Affidavit (in case of sole proprietorship as per Annexure 'E')		
7.	Important major contracts completed (value of the contracts having individual value of Rs. 77.00 lakh and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Statement II)	
8.	i. Turnover of the firm during last 3 years (ending 31.03.16). Copy of IT return for the last 3 years be furnished.	Financial Year	Annual Turn-over (In Rs lakh)
		2013-2014	
		2014-2015	
		2015-2016	
9.	Important major contracts (value of the contracts having individual value of Rs.Lakh and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement III)	

Signature & Seal of applicant

Details of the Bank's Account

Name of the Firm/ Agency/Contractor	
Category (Individual/partnership/pro prietary/company etc.)	
Name of the Account Holder	
Registered Address of the Firm	
Name of the Bank's branch and Address	
Bank's Code and Branch's Code	
IFSC Code of the Bank's Branch	
Type of Account(Current/Saving/Cas h credit)	
Account Number	
PAN Number	
Service Tax Registration Number	
TAN Number	
Other details if any	

Please enclose:

- i. a copy of cancelled cheque of the bank account,**
- ii. A copy of PAN card.**

(Signature and Full Name of the authorized person with seal
on behalf of Firm/Agency/Contractor)

Place:

Date:

STATEMENT – I

List of professional staff with the contractor, giving their qualification, experience, including that in the present organization*

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in the present organization
1	2	3	4	5	6	7	8

*** Use separate/additional sheets as per the requirement.**

Signature of the applicant
with full address and office seal

Note: Indicate other points (including clients' certificates), if any, relating to your technical and managerial competency which you would like to bring to our notice.

STATEMENT – II**List of important contracts executed by the contractor ***

Sr. No.	Name of the Work including name of the building and location.	Nature of work involved in the contract	Name of the owner and indicate whether it is a State Govt./ Govt. of India undertaking or Pvt. body with full address and telephone numbers.***	Completion Period		Value of the work ** (Rs in lakh)
				Stipulated	Actual	
1	2	3	4	5	6	7

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 77.00 lakh and above only.

*** Attach client's certificates

Signature of the applicant
with full address and office seal

STATEMENT - III

List of important contracts ON HAND being executed by the contractor*

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the contract	Name of owner and indicate whether it is a State Govt./Semi-Govt./Govt. of India Undertaking or Pvt. Body with full address and telephone numbers.***	Stipulated date of completion	Expected date of completion	Present stage of work with Reasons if the work is getting delayed	Value of the work ** (Rs. in lakh)
1	2	3	4	5	6	7	8

*** Use separate /additional sheets as per the requirement**

**** Mention the assignments where value of works costing Rs. 77.00 lakh and above only.**

***** Attach clients certificates**

Signature of the applicant
with full address and office seal

Annexure A

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day of _____, between the National Bank for Agriculture and Rural Development, Rajasthan Regional Office, Jaipur having its Head Office at Mumbai - 400 051 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of "**External Painting and Pre-requisite Repair works at NABARD Staff Quarter, Malviya Nagar, Jaipur.**" and has caused specifications describing the works to be done.

AND WHEREAS the said Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute the work/s subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there-under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said Conditions there in before mentioned, the officer in charge of NABARD, Jaipur shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of "**External Painting and Pre-requisite Repair works at NABARD Staff Quarter, Malviya Nagar, Jaipur.**" to be paid

for according to actual measured quantities at the rates contained in the Schedule of Rates or as provided in the said Conditions.

6. The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.

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

8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **three months** subject nevertheless to the provisions for extension of time.

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

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

11. That the All parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause:

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

Signature: _____

(Name and designation)

in the presence of

(1) _____
Address: _____

(2) _____
Address: _____

SIGNED AND DELIVERED BIDDER BY

Signature: _____

Shri _____
(Name and designation)

in the presence of

(1) Signature:

Full Name _____
Address _____

(2) Signature:

Full Name _____
Address _____

ANNEXURE B

INDEMNITY BOND

Know all men by these presents that I, Shri.....of M/s do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and M/s.....having their registered office at, on this day of 2017.

Whereas NABARD have appointed M/s as the Contractor for their proposed work relating to “External Painting and Pre-requisite Repair Works at NABARD Staff Quarters, Malviya Nagar, Jaipur”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We, on behalf of M/s hereby do indemnify *to keep NABARD and its Employees harmless* against and from any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

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

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

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

IN WITNESS WHEREOF *M/s has set their hands on thisday of SIGNED AND DELIVERED BY THE AFORESAID M/s through their authorized representative (Shri).*

Signature

IN THE PRESENCE OF WITNESSES :

1. Name & Signature :

2. Name & Signature:

ANNEXURE 'C'

VIRTUAL COMPLETION CERTIFICATE

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

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

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

Signature of the Contractor:

Place :

Date :

Name :

Address :

Seal:

ANNEXURE 'D'

Performance undertaking from the contractor

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

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

WHEREAS

The National Bank for Agriculture and Rural Development (NABARD) is desirous of getting the proposed work relating to "External Painting and Pre-requisite Repair Works at NABARD Staff Quarters, Malviya Nagar, Jaipur" (hereinafter referred to as "the said buildings") and for that purpose invited tenders.

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

2. It is of the said order that works of External Painting and Pre-requisite Repair Works at NABARD Staff Quarters (hereinafter referred to as the said Painting and Pre-requisite Repair Works) shall be carried out as per the tender specifications.

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

NOW, THEREFORE, THIS PERFORMANCE UNDERTAKING WITNESSETH THAT:

1. We have carried out the said Painting and Pre-requisite Repair Works. We have read and understood the terms and conditions of the said Painting and Pre-requisite Repair Works as specified in the said order.

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

satisfactorily rectify the defects or faults detected/arising, during the aforesaid period to the full satisfaction of NABARD and also undertake to attend to the rectification work and reinstate the surfaces disturbed to its original condition after carrying out the rectification work, if necessary, by arising new materials at no extra cost to the NABARD.

We shall not revoke it without written consent of NABARD.

Signed by:_____

For & on behalf of M/s_____

Date :

Place :

ANNEXURE 'E'

AFFIDAVIT FOR SOLE PROPRIETORSHIP OF FIRM

(On Non-Judicial Stamp Paper of appropriate value in case the individual who is the sole proprietor of the firm)

I,S/o.....Age.....years,
occupation business R/o
..... do

hereby state on oath as under:

That I am residing
in.....

..... locality of District
..... Since last Years.

That I am the sole proprietor of a proprietary concern name and style as
“.....” having its office at
..... District dealing in the business of
Government's/Private civil contracts and ancillary works attached therefor.

Hence this affidavit.

Deponent

Note: This Affidavit should be notarized.

**Tender
For
External repainting and Pre-
requisite repairs works at NABARD
staff quarters, Jaipur**

PART II- PRICE BID



NABARD

**NABARD, Rajasthan Regional Office
3, Nehru Place, Tonk Road, Jaipur – 302015
dpsp.jaipur@nabard.org**

Date of issue of tender document	10 March 2017
Pre Bid Meeting with bidders	15:00 hrs. on 27 March 2017
Due date and time for submission of tender	15:00 hrs. on 19 April 2017
Date and time of opening technical bids	15:30 hrs. on 20 April 2017

Part II- Price Bid

Schedule of Quantity - External repainting and repair works at NABARD staff quarters at Jagatpura Road, Jaipur -302017

Sr. No.	Item Description	Qty	Unit	Rate in Rs.	Amount in Rs.
A. External Repainting and Repairs works					
1.	Finishing wall with Acrylic Smooth premier exterior emulsion of required shade to old work (two or more coats) applied @1.67 ltr/10 sqm on existing cement paint surface after scrapping thoroughly the existing wall surface and preparing the wall surface by applying crack filling material (i.e. Dr. Fixit Crack X shrinkage free or equivalent), wall putty to all cracks, crevices and uneven patches to make the surface uniform inclusive of required single scaffoldings arrangements etc. all complete and even as per detailed specifications indicated in Schedule A.	33320	Sq. M.		
2.	Distempering Two or more coats with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete, as per manufacturer's specification.	3280	Sq. M		
3.	Providing and fixing machine moulded aluminum covering of approved pattern & design, made out of machine cut aluminum sheet and machine holed for receiving dash fastener, over expansion joints on vertical surfaces /ceiling floors, the fixing on plate in one row on one side of joint only shall be done with stainless steel dash fasteners of 8 mm dia and 75 mm long bolt including providing aluminum washers 2 mm thick & 15 mm dia , at a staggered pitch of 200mm centre to centre including drilling holes in the receiving surface and providing expandable plastic sleeves in holes etc. complete as per direction of Engineer-in-charge				
	a. Powder coated aluminum sheet 2.5mm thick (minimum thickness of powder coating 50 micron)	525	Kg		
	b. Filling the gap in between aluminum frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete. Upto 5mm depth and 5 mm width.	506	Me tre		
4.	Repairing the damaged portion of plaster of surface by providing and rendering with cement mortar in 1 : 4 by mixing waterproofing compound and polymer	1650	Sq. M.		

	<p>binding agent of reputed make such as PIDILITE, BASF, CIICKO etc. as per manufacturers specifications in existing design/pattern and thickness as per existing finish, in patches to match with the neighboring surfaces including carefully breaking the existing plaster at all levels and floors and carting away the debris, curing, scaffolding etc. complete as directed by the bank.</p> <p>Each layer of plaster should not be more than 15 mm.</p>				
5.	<p>Rough cast plaster with polymer binding agent of reputed make upto 10 m height above ground level with a mixture of sand and gravel or crushed stone from 6 mm to 10 mm nominal size, dashed over and including the fresh plaster in two layers, under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand) and top layer 10 mm cement plaster 1:3 (1 cement : 3 fine sand) mixed with 10% finely grounded hydrated lime by volume of cement. Each layer of plaster should not be more than 15 mm</p>	500	Sq. M.		
6.	<p>Painting with black anti-corrosive bitumastic paint of approved brand and manufacture to give an even shade Two or more coats on Grill, angles in barbed wire fencing in boundary wall, two gates etc. all complete. Mode of measurement- Equivalent flat area will be measured and paid for each side. No additional multiplication factor nor deduction nor addition will be made for entire area to be repainted.</p>	650	Sq. M.		
7.	<p>Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more coats on following items</p>				
	i. External face of Windows with frames	500	No.		
	ii. Meter panels	20	No.		
	iii. Playing Equipment's	7	No.		
	iv. Electric poles	30	No.		
8.	<p>Painting on G.S. corrugated sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade for New work (two or more coats) including a coat of approved steel primer a coat of mordant solution.</p>	525	Sq. M.		
A	Total				

B. Structural Repair work of External visible damaged surfaces

1.	<p>Steel Reinforcement Corrosion Treatment consisting of following operations and materials:</p> <p>a) Exposing existing RCC members such as columns, beams, slabs, lintels etc. up to the main reinforcement carefully by means of chisel & hammer, hard wire brushes or any other mechanical means, so as to remove all loose concrete and cleaning the surface to remove all rust particles etc. and make the surface ready for further chemical treatment in bone dry condition. Dispose off of debris outside the premise during the permitted entry hours as per municipal corporation rules etc all complete.</p> <p>b) Removing existing corrosion in reinforcement by means of tapping, wire brushing etc. and then applying approved ALKALINE BASED construction chemical for residual rust removal as per manufacture's specification and making the surface ready for treatment, as per direction of Engineer In-charge with all Contractor's labour, material, tools & plants, scaffolding, leads & lifts etc. (Item to be used in structural repair works & not for new construction. The rust remover should not be acid based as it initiates further corrosion). The weight of reinforcement will be paid extra)</p> <p>c) Providing and applying Zinc based Epoxy protective coating on reinforcement as per manufacture's specification including all contractors' labour material, tools & plants, scaffolding, leads & lifts etc. complete.</p> <p>d) Providing and applying cementitious polymer/ epoxy resin based bond coat prepared by mixing approved construction chemical with cement in the specified proportion and applied as per manufacture's specification to achieve good adhesive and high mechanical strength and act as bond coat between old and new concrete/mortar. Item includes all contractor's material, labour, lead, lift etc. complete.</p> <p>e) Providing and applying polymer modified cement mortar prepared by adding approved ACRILIC BASED POLYMER LATEX additive as per manufacturer specifications. The mortar shall be prepared by mixing polymer, cement and quartz sand as per manufacture's specification. Rate includes labour, scaffolding, material, tools and plants</p>	160	Sq. M.		
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	etc. complete. The application procedure shall be as per manufacture's directives				
2.	Replacement of thoroughly damaged corroded steel reinforcement by providing new Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position, binding and welding etc. all complete above plinth level. Thermo-Mechanically Treated bars.	750	Kg		
3.	Balcony parapet Repair- Dismantling of a part of existing parapet wall and Providing and laying cement concrete in an area admeasuring 8'0"x4'0" in balcony parapets wall (thickness- 150mm) monolithically with existing parapet with plaster etc all complete., upto floor five level, including the cost of centering, shuttering, double steel reinforcement (8mm dia) and finishing: 1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	140	Per unit		
4.	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge . The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	3000	Sq. M.		
5.	Providing and fixing a LED Board of size (16'0"x 4'0") with NABARD Logo and Staff quarters address (in Hindi and English) inclusive of cost of supporting steel framed structure, fixing and other related works etc all complete as per directions of Bank.(steel angle section of suitable size between 55mmx55mm and 100mmx100mm) The Design and location of LED Board will be decided and approved by the bank.	1	Lumens		
B	Total				

C. Replacement of existing external C.I. Soil/Waste pipes by PVC pipes and G.I. water supply pipes by CPVC pipes

1.	<p>Dismantling and removing of existing damaged CI soil/waste and vent pipes with all types of fittings viz. Bends, junctions etc. and providing fitting and fixing PVC pipe 10 Kg (B-Class) Schedule 80 (Supreme or equivalent brand approved by the Bank) with all necessary moulded high density PVC/GI/CI fittings such as P-Trap, Nahani Traps, floor junctions for Commode/ WC/ Waste-line, saddle, bends, Tees, elbows, sockets, unions, hooks, MS Wall spacer embedded in the wall with cement/mortar etc., clamp, brass screws including jointing with solvent cement and rubber lubricant, coupling joint with brass cap and lining on one end or both end as required and concealing in wall or floor by cutting chase, making good the same and waterproof three coating work on bare slab etc., all complete. Rate to include painting the concealed pipes with bituminous/anti-corrosive paint and wrapping with Hessian tapes, removing of all sorts of debris etc. Complete in all respects as per the directions of the Bank.</p> <p>Note: GI supporting clamps/brackets of 5mm thickness@1100mm-1500mm c/c and minimum distance from external wall should be maintained.</p>				
a. 110 mm dia		2890	Mtr		
b. 75 mm dia.		510	Mtr		
2.	<p>Replacement of damaged GI pipes inside and outside of different toilets and other places as required at any height with supplying and fixing CPVC/UPVC pipes (SDR-11 for hot water/Schedule 80 for cold water pressure rating) of Supreme or equivalent approved quality with all special fittings, viz., bends, tees, elbows, sockets, jam nuts, nipples, unions, clamps, hooks, reduce including reconditioning and re-fixing of existing G.M Valve etc., of HB Brand or other ISI (1879) brand including removing and stacking the damaged pipes, connecting the new pipe with existing line, complete with painting etc.,. Complete in all respects as per directions of the Bank.</p> <p>Note: CPVC/UPVC supporting clamps /brackets of standard thickness@1100mm-1500mm c/c should be maintained.</p>				
a. 15 mm dia		240	Mtr		
b. 20 mm dia		270	Mtr		
c. 25 mm dia		270	Mtr		

	d. 32 mm dia	405	Mt r		
	e. 40 mm dia	340	Mt r		
C.	Total				
	Total estimated amount in Rs.(A+B+C) in words (Rupees Only)				

D.	BUYBACK OF OLD /SCRAP MATERIAL				
Sr. No.	Item Description	Qty	Unit	Rate in Rs.	Amount in Rs.
1.	Less discount for removal of old/ scrap material like C.I. & G.I. pipes and accessories etc. under buy back arrangement.	27500	Kg		
	Total in words (RupeesOnly)				

Total amount Quoted by the agency= **(A+B+C-D)** = Rs.....

Having understood the provision in the Tender document, I / We quote **(A+B+C-D)** Rs..... (in figure) (in words) indicated in the BOQ.

Signature with seal:

Name:

Name of the Firm:

Note:

1. The defect Liability Period (Warranty) will be for 01 years from date of completion and the relevant clause of the technical bid will be treated accordingly.
2. The quoted rates confirm to the instructions to the bidders and general conditions of the contract.
3. It is mandatory to quote for all the items of the price bid and L-1 will be decided on the basis of total quoted amount.
4. It is mandatory to obtain insurance as specified in the clause no.42 of instructions to bidders and general conditions of the contract.
5. For the payment of Service Tax, you are requested to tick in the respective column:

Sr. No.	Type of Organization	Column for tick
A.	If successful tenderer is a body corporate (Pvt. Ltd, or Ltd. Firm), the requisite service tax shall be paid by the tenderer to Govt and contractor shall include service tax in the quoted rates.	
	OR	
B.	If successful tenderer is an Individual, HUF, Partnership firm, AOP. Tenderer has to pay 50% of requisite service tax to Govt and balance 50% shall be paid by NABARD to Govt. directly which will be deducted from your total amount of settled bill.	

6. The contractors are advised to visit and fully satisfy themselves with the existing site conditions and requirements for smooth working, quantity assessment, etc. before quoting the rates and for the assessment of the requisite length of wiring etc.
7. The bidder will clearly mention the model number and make of the quoted product in the technical bid.
8. The stamp duty charge for the agreement has to be borne by the contractor.
9. All the items supplied should confirm to relevant BIS standards.

Accepted all terms and conditions

Date:

Authorized Signatory with Seal

Place: