



**Bankers Institute of Rural Development (BIRD)  
Lucknow**

**NOTICE INVITING TENDERS (NIT) FOR FLOORING WORK OF  
DIFFERENT ROOMS AT BIRD, LUCKNOW**

**(Only for empanelled vendors of BIRD, Lucknow)**

**NAME OF THE BIDDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CALENDAR OF EVENTS:**

- i) Tender document will be available from 25 February 2020**
- ii) Pre Bid meeting – 15:00 hrs. on 02<sup>nd</sup> March 2020**
- iii) Submission of Tender by 14:00 hrs. on 05<sup>th</sup> March 2020**
- iv) Opening of Tender (Technical Bid) - 15:30 hrs. on 05<sup>th</sup> March 2020**

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## NOTICE INVITING TENDER

Ref No. BIRD.LKO/ 14 / DPSP-FLOORING-BIRD OFFICE/ 2019-20

Dated: 25.02.2020

**To**

**M/s .....**

**All the empaneled vendors as per list**

Dear Sir/s,

### **Tender for flooring work of Different Rooms at Bankers Institute of Rural Development (BIRD), Lucknow**

Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860. It has been promoted by National Bank for Agricultural & Rural Development (NABARD), having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012.

02. Bankers Institute of Rural Development (BIRD), Lucknow invites sealed Tenders under Two-Bid system from our empanelled vendors, for Flooring work of Different Rooms at BIRD, Lucknow.

03. The tender document will be available from the office of the Director, BIRD, Sector- H, LDA Colony, Kanpur Road, Lucknow. The tender document shall be issued by hand from 25 February 2020 to 02 March 2020 between office hours on payment of non-refundable amount of Rs.590/- (Rupees Five Hundred Ninety Only) including GST. Tender document can also be downloaded free of cost from NABARD's **website: [www.nabard.org](http://www.nabard.org)** and also from BIRD's website: <http://www.birdlucknow.in/tender-and-adv/> . The firms downloading the application form and other documents related to the work from the website the need not pay any tender fee. Only those sealed tenders will be accepted which either would be deposited in the box kept in the office of BIRD, Lucknow for the said purpose or sent to this office by registered post/speed post and received before due date & time. BIRD will not be responsible for any delay in postal service. The tender deposited /received in any other mode like fax, e-mail, courier etc. will not be accepted. Main envelop should contain 02 envelopes clearly indicating '**Envelope No.1' – Technical Bid** and '**Envelope No.2' – Price Bid**. Both the envelopes i.e. **Envelop -1** containing Technical Bid indicating Tender for **Flooring Work of different rooms at BIRD, Lucknow** & Envelop-2 (Price-bid) indicating Tender for **Flooring Work of different rooms at BIRD, Lucknow should be kept inside** 3rd bigger size envelope.

Last date for submission/receipt of tender(s) is 05 March 2020 till 14:00 Hrs. and will be opened in the presence of tenderers or their authorized representatives who wish to be present on the same day at 15:30 Hrs. in the office of BIRD. In case of holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered.

Sd/-

(Mukesh Vats)  
Joint Director

## निविदा आमंत्रण सूचना

निविदा सं बर्ड.लख./ 14 / DPSP-FLOORING-BIRD OFFICE/ 2019-20

दिनांक 25 फरवरी 2020

(केवल बर्ड के सूचीबद्ध ठेकेदारों को)

महोदया / महोदय,

**बैंकर ग्रामीण विकास संस्थान (बर्ड) में विभिन्न कमरों के फर्श के काम के लिए निविदा**

बैंकर ग्रामीण विकास संस्थान (बर्ड) एक स्वायत्त प्रशिक्षण संस्थान है, जो सोसाइटी पंजीकरण अधिनियम, 1860 के तहत एक सोसायटी के रूप में पंजीकृत है। इसे राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) द्वारा प्रमोट किया गया है, इसका कार्यालय सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ - 226012 में स्थित है।

बैंकर ग्रामीण विकास संस्थान (बर्ड), लखनऊ स्थित अधिकृत डीलरों / बोलीदाताओं से बैंकर ग्रामीण विकास संस्थान (बर्ड), के विभिन्न कमरों के फर्श के काम के लिए मुहरबंद निविदाएं आमंत्रित करता है।

3. निविदा दस्तावेज निदेशक, बैंकर ग्रामीण विकास संस्थान (बर्ड), सेक्टर- एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ के कार्यालय से उपलब्ध होगा। निविदा दस्तावेज 25 फरवरी 2020 से 02 मार्च 2020 तक 590 / - रुपये (केवल पांच सौ नब्बे रुपए) जी एस टी सहित की गैर-वापसी राशि के भुगतान पर कार्यालय अवधि के बीच उपलब्ध होगा। निविदा दस्तावेज [www.nabard.org](http://www.nabard.org) और बैंकर ग्रामीण विकास संस्थान (बर्ड) की वेबसाइट <http://www.birdlucknow.in/tender-and-adv/> से निशुल्क डाउनलोड किए जा सकते हैं। वेबसाइट से काम से संबंधित आवेदन पत्र और अन्य दस्तावेजों को डाउनलोड करने वाली फर्मों को किसी भी निविदा शुल्क का भुगतान करने की आवश्यकता नहीं है। केवल उन सीलबंद निविदाओं को स्वीकार किया जाएगा जिन्हें या तो उक्त उद्देश्य के लिए बर्ड, लखनऊ के कार्यालय में रखे गए बॉक्स में जमा किया जाएगा या पंजीकृत डाक / स्पीड पोस्ट द्वारा इस कार्यालय को भेजा जाएगा और नियत तारीख और समय से पहले प्राप्त किया जाएगा। डाक सेवा में किसी भी देरी के लिए बर्ड जिम्मेदार नहीं होगा। किसी अन्य मोड जैसे फैंक्स, ई-मेल, कूरियर आदि में जमा / प्राप्त किया गया निविदा स्वीकार नहीं किया जाएगा

मुख्य लिफाफे में 02 लिफाफे स्पष्ट रूप से दर्शाए किये जाने चाहिए 'लिफाफा नंबर 1' - तकनीकी बोली और 'लिफाफा नंबर 2' - मूल्य बोली के दोनों लिफाफे यानी लिफाफा -1 में बर्ड, लखनऊ में विभिन्न कमरों के फ्लोरिंग कार्य के लिए तकनीकी बोली का संकेत होना चाहिए और लिफाफा -2 (मूल्य-बोली) में बर्ड, लखनऊ में विभिन्न कमरों के फ्लोरिंग कार्य के लिए तकनीकी बोली का संकेत होना चाहिए को तीसरे बड़े आकार के लिफाफे के अंदर रखा जाना चाहिए। ।

निविदा प्रस्तुत करने / प्राप्त करने की अंतिम तिथि 05 मार्च 2020 से 14:00 बजे तक है। और निविदाकर्ताओं या उनके अधिकृत प्रतिनिधियों जो उसी दिन 15:30 बजे उपस्थित होना चाहते हैं की उपस्थिति में बर्ड के कार्यालय में खोले जाएंगे । निविदाएं खोलने वाले दिन छुट्टी के मामले में निविदाएं अगले कार्य दिवस पर उसी समय खोली जाएंगी लेकिन निविदा बॉक्स को उसी दिन और समय पर सील कर दिया जाएगा, जैसा कि ऊपर वर्णित है। उपर्युक्त तिथि और समय के बाद प्राप्त निविदाओं पर विचार नहीं किया जाएगा।

ह.

(मुकेश वत्स)

संयुक्त निदेशक

### **SCHEDULE OF EVENTS**

|   |  |   |
|---|--|---|
| Bid Document Availability                               | Bidding document can be obtained from our office or can be downloaded from   |   |
|   | website:   | <b><a href="http://www.birdlucknow.in">www.birdlucknow.in</a></b> |
|   | From   | <b>25<sup>th</sup> February 2020</b>                              |
|   | To :   | <b>03<sup>rd</sup> March 2020</b>                                 |
| Tender Fees   | The tender document shall be issued by hand from 25 February 2020 to 03 March 2020 between office hours on payment of non-refundable amount of Rs.590/- (Rupees Five Hundred Ninety Only) including GST. The firms downloading the application form and other documents related to the work from our website need not pay any tender fee.  |   |
| Earnest Money Deposit (EMD)                             | The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) through any of the following instruments:<br>1) In the form of an Account Payee DD in favour of The Director, BIRD, payable at Lucknow, along with the tender document.<br>2) The Bid Security may also be directly credited in our Saving Account. Account details mentioned below- Saving A/c No. 5411848265 with Kotak Mahindra Bank, IFSC: <u>KKBK0005199</u> (underlined figures to be read as zero), Ashiyana Colony, Kanpur Road, Lucknow. |   |
| Pre-Bid meeting   | <b>15:00 hrs. on 02 March 2020</b>   |   |
| Last date of submission of Tender                       | <b>Up to 14:00 hrs. on 05 March 2020</b>   |   |
| Opening of Technical Bids                               | <b>15:30 hrs. on 05 March 2020</b><br>Authorized representatives of vendors may be present during opening of the Technical Bids. <b>However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.</b>  |   |
| Opening of Commercial Bids                              | On a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.   |   |
| <b>Address for Communication and Submission of bid.</b> | The Director,<br>Bankers Institute of Rural Development<br>Kind attention: DPSP Section, BIRD<br>Sector-H, LDA Colony, Kanpur road<br>Lucknow-226012   |   |

**PART – 1 (TECHNICAL BID)**

## **Form of Tender**

Date:

The Director  
Banker's Institute of Rural Development  
Lucknow-226012

Dear Sir,

### **Tender for flooring work of different Rooms at Bankers Institute of Rural Development, Lucknow**

I / We the undersigned have carefully gone through and clearly understood, after visiting the site, the tender drawings and tender documents comprising of the tender form, Notice of Tender, General Terms and Conditions of Tender, Special Conditions, Specifications and Schedule of Quantities prepared by your empanelled Architects M/s The Arcade, B-2/374, Basement, Vishal Khand, Gomtinagar, Lucknow-226010 (U.P.).

2. I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Financial/Price Bid and in accordance with all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

3. I / we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective quoted rates.

4. In the event of this Tender being accepted, I/we agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, in default whereof, I / we do hereby bind my-self / ourselves to forfeit the aforesaid deposit.

5. I / we further agree to complete the work included in the said schedule of quantities within **02 months** from the date of commencement. Date of commencement shall be one-week from the date of the acceptance letter issued to the contractor.

6. I will not employ and sub-contractor for the work.



| Memorandum                       |  |
|----------------------------------|--|
| a) Description of work           | Tender for flooring work of different Rooms at Bankers Institute Of Rural Development, Lucknow   |
| b) Earnest Money Deposit (EMD)   | The Bidder shall furnish an EMD for Rs. 25,000/- (Rupees Twenty Five Thousand only) through any of the following instruments:<br>1) In the form of an Account Payee DD/e-payment in favour of The Director, BIRD, Lucknow along with the tender document.<br>2) The Bid Security may also be directly credited in our Bank Account. Account details mentioned below. Saving A/c No. 5411848265 with Kotak Mahindra Bank, IFSC: KKBK0005199 (underlined figures to be read as zero), Ashiyana Colony, Kanpur Road, Lucknow.<br>3) Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is payable on the EMD/RMD. |
| c) Time for completion           | Date of commencement shall be one-week from the date of issue of work order to the contractor. The work should be completed within 2 months from the date of commencement.   |
| d) Retention Money Deposit (RMD) | 5% from every Running Account (R.A.) Bill.   |

7. We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

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

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm Authorized to sign

Yours faithfully

Signature

Date:

Place:

## ARTICLES OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day  
\_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Bankers Institute of Rural  
Development (BIRD), Lucknow through the Director, Bankers Institute of Rural  
Development, Lucknow (hereinafter called “The Employer” and having its head office,  
BIRD Campus, sector-H, LDA Colony, Kanpur Road, Lucknow-226012 of the one  
part AND

\_\_\_\_\_ (Name and address of the tenderer) through Shri  
\_\_\_\_\_, authorized representative (hereinafter called “the Tenderer”  
having its registered office at  
\_\_\_\_\_ of the other part.

WHEREAS the Employer is desirous of getting executed “Flooring work of different Rooms  
at Bankers Institute of Rural Development, Lucknow” and has caused financial/price Bid  
showing and describing the work to be done to be prepared by or under the direction of  
the Employer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the  
conditions annexed, carry out and complete the works shown in the contract, described  
by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall  
become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be  
read and construed as forming part of this Agreement and the parties hereto shall be  
respectively abide by, submit themselves to the said Conditions and the correspondence  
and perform the agreements on their part respectively in the said conditions and the  
documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for the complete work to be paid for according to  
the necessary installation carried out at site.
6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of

this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

7. The Tenderer shall afford every reasonable facility for carrying out all works undertaken by him and shall make good any damage done to walls, floors, etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within the time period prescribed in the tender reckoned from the date of commencement of the work subject nevertheless to the provision for extension of time.
10. All payments by the Employer under this contract will be made only at Lucknow, Uttar Pradesh.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have the jurisdiction to determine the same to the exclusion of all other courts.
12. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

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

|   |   |
|---|---|
| (Signature of the Tenderer)<br>Name and Address of the<br>Tenderer. Telephone No. | Signature of Authorized Signatory<br>of Bankers Institute of Rural<br>Development, Lucknow                      |
|   | Signature of Authorized<br>Signatory of Confirming Party<br>Bankers' Institute of Rural<br>Development, Lucknow |
| (Signature of Witness<br>1) Name of Witness<br>Address of Witness                 | (Signature of Witness<br>1) Name of Witness<br>Address of Witness   |
| (Signature of Witness<br>2) Name of Witness<br>Address of Witness                 | (Signature of Witness<br>2) Name of Witness<br>Address of Witness   |

## **PRE-QUALIFICATION CRITERIA & SUPPORTING DOCUMENTS**

1. The Tenderer should be empanelled at BIRD, Lucknow and must be having experience in interior decoration/renovation works during last seven years.
2. The estimated cost of the work “Tender for flooring work of different Rooms at Bankers Institute of Rural Development, Lucknow” is Rs.34.71 Lakh.
3. The Contractors having experience of executing interior decoration/ renovation works under a single contract may apply with detailed certificates / credentials.
4. The contractors who have minimum 07 years of experience (ending 31.01.2020) in undertaking similar works and who fulfil the following criteria are eligible to tender:
  - i) Should have carried out minimum 1 similar work during last 07 years (ending 31.01.2020) with work order value not less than Rs.28 lakh.  
Or
  - ii) Should have carried out minimum 2 similar works during last 07 years (ending 31.01.2020) with work order value (individually) not less than Rs.17.50 lakh each.  
Or
  - iii) Should have carried out minimum 3 similar works during last 07 years (ending 31.01.2020) with work order value (individually) not less than Rs.14 lakh each.
5. The tenderers should have average Annual Turnover of Rs.10 Lakhs during the last three years ending 31 March 2019 supported with copies of audited balance sheets or a registered Chartered Accountant certified statement of accounts.
6. The tenderers should have applicable Tax registrations (GST, PAN).
7. Tenderers should have a current / savings bank account with a scheduled commercial Bank.
8. BIRD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. BIRD also reserves the right to cancel any or all the applications without assigning any reason thereof.
9. Intending applicants are required to furnish details about their firm/organization, experience, competence etc. as per the pro-forma. Failing which may lead to cancellation of application of Tenderer.
10. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
11. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
12. Applications containing false or inadequate information are liable for rejection and BIRD reserves the right to blacklist those agencies. Any agency blacklisted /debarred by BIRD/NABARD or any Public/Sector undertaking/Govt Dept. will be ineligible to participate in the tendering process.

| <b>Pre-Qualification Related Information</b> |  |  |
|--|--|--|
| <b>Sr. No.</b>                               | <b>Criteria</b>  | <b>Supporting documents to be submitted</b>  |
| 1.   | <p>The contractors who have minimum 07 years of experience (ending 31.01.2020) in undertaking similar works and who fulfil the following criteria are eligible to tender: Minimum 07 years' experience in the field of Interior Decoration/ Renovation.</p> <p>Should have carried out minimum 1 similar work during last 07 years (ending 31.01.2020) with work order value not less than Rs. 28 lakh</p> <p style="text-align: center;">OR</p> <p>Should have carried out minimum 2 similar works during last 07 years (ending 31.01.2020) with work order value (individually) not less than Rs.17.5 lakh each.</p> <p style="text-align: center;">OR</p> <p>Should have carried out minimum 3 similar works during last 07 years (ending 31.01.2020) with work order value (individually) not less than Rs.14 lakh each.</p> | Work orders and completion certificates in support of experience to be enclosed.                       |
| 2.   | Should have minimum average Annual Turnover of Rs.10 Lakhs during the last 03 years ending 31 March 2019.  | Copies of audited balance sheets or a registered Chartered Accountant certified statement of accounts. |
| 3.   | Name & registered address of Contractors   |  |
| 4.   | GST Registration No.   |  |
| 5.   | PAN No.  |  |
| 6.   | Details for Electronic Payment   | As per enclosed format   |

**PROFORMA FOR ELECTRONIC PAYMENT**

- 1) Name and address of Contractor with phone no.
  
- 2) Name of the account holder (As appearing in the Bank account)
- 3) Name of the Bank
- 4) Name of the Branch
- 5) Account Number
- 6) RTGS/NEFT/IFS Code
- 7) Type of Account (savings, current etc.)
- 8) PAN Number
- 9) GSTIN

Signature

Enclosure:

- 1) One cancelled cheque leaf
- 2) Copy of PAN Card
- 3) Copy of GSTIN

### **BASIC INFORMATION**

| <b>Sr. No.</b> | <b>Particulars</b>  | <b>Information</b> |
|----------------|---|--------------------|
| 1.             | Name of the Tenderer  |                    |
| 2.             | Type of the Organization – Proprietorship, Partnership etc. (Please enclose related documents)  |                    |
| 3.             | Name of the Proprietor/ Partners/ Directors in the Organisation   |                    |
| 4.             | Details of Registration (Firm, Company etc.) (Registering Authority, Date, Number etc.)   |                    |
| 5.             | Experience in the respective field of work (Please enclose supporting documents)  |                    |
| 6.             | Registered office address and telephone no.   |                    |
| 7.             | Indicate if involved in any litigation, arbitration or any civil suit pending in any of the works executed during last 5 years/ being executed. If yes, please furnish the name of the project & employer, nature of work, contract value, work order and date & brief details of litigation.<br>Attach a separate sheet, if required |                    |
| 8.             | Kindly mention if your firm/ agency/ company is blacklisted/ debarred by NABARD along with relevant details   |                    |

(Signature of the tenderer with seal)

**PREVIOUS EXPERIENCE**

(Please use Separate Sheets for different Contracts)

|  |  |
|--|--|
| Name of the Work & location  |  |
| Nature of work involved in the contract  |  |
| Name & address of the owner  |  |
| The full name, designation, address of the officer under whom the work was carried out   |  |
| Contract Amount (In Rs. Lakh)  |  |
| Completion period (stipulated)   |  |
| Completion period (actual)   |  |
| Any other relevant information including reason, if any, for delay in completion of work |  |

(Signature of the Tenderer with Seal)



**LIST OF TECHNICAL PERSONNEL**

| Name | Age | Qualification | Experience | Nature of Work handled | Date from Which employed in your Organization |
|------|-----|---------------|------------|------------------------|---|
| 1    | 2   | 3             | 4          | 5                      | 6   |
|      |     |               |            |                        |   |
|      |     |               |            |                        |   |
|      |     |               |            |                        |   |
|      |     |               |            |                        |   |

(Signature of the Tenderer with Seal)

## **GENERAL INSTRUCTIONS TO BIDDERS**

### **1. PROCEDURE FOR FILLING AND SUBMISSION OF TENDER:**

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

### **2. RATES TO INCLUDE:**

While quoting their rates, the tenderer should include the following also if otherwise not stated herein before:

- i) Necessary cost of taking samples of materials supplied by them for construction testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.
- ii) Submission of test reports of other materials as may be specified by Architects or Bank.
- iii) Rates should include all prevailing Taxes including GST as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
- iv) Electricity and water will be provided by BIRD free of cost.

### **3. WORKING HOURS:**

- i. The Contractor may execute the work in days, nights & on holidays. No extra payments will be made to the contractor on account of carrying out the works during holidays and at odd hours.

ii. The Contractor may inform in advance to us if he wish to execute the work during night hours.

#### **4. STORAGE OF MATERIAL:**

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

#### **5. LABOUR HUTMENT:**

Shelter or stay for the labourers has to be arranged by the contractor outside office premises.

#### **6. IDLE LABOUR & EXTENSION OF TIME:**

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

7. The Contractor or his authorized representative should visit the site frequently as required by BIRD for any clarifications and to receive instructions, take measurements, etc. at the site. The work should not suffer due to lack of supervision, manpower and materials.

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

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

10. The contractor is required to fabricate a sample where required, or any item so installed for approved. Any changes made by the Architect's/Employers, in the sample to the specifications as mentioned in the tender, shall not be deducted or paid extra.

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

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

## GENERAL CONDITIONS OF CONTRACT

### **1. INTERPRETATION:**

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context requires otherwise.

**Employer:** The term Employer shall denote Bankers Institute of Rural Development, Lucknow which is a training establishment of National Bank for Agriculture & Rural Development and any of its employee's representative authorized on their behalf.

**Architect/Consultant:** The term Architects shall mean M/s The Arcade, B-2/374, Basement, Vishal Khand, Gomti Nagar, Lucknow-226010(U.P.) or in the event of his/their ceasing to be the Architects for the purpose of this contract such other persons as the employer shall nominate for the purpose.

**Contractor:** The term 'Contractor' shall mean \_\_\_\_\_

(Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.

**Site:** The site shall mean the site where the works are to be executed.

**Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the contractor will make them available to the employer / architect whenever necessary.

In case any detailed Working Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer / Architects as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

**The Works:** Shall mean the Tender for flooring work of different Rooms at BIRD, Lucknow to be executed or done under this contract.

**The Schedule of Quantities:** Shall mean the schedule of quantities as specified and forming part of this contract.

**Priced Schedule of Quantities:** Shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

**Contract:** Shall mean the Articles of Agreement, the General Conditions Special conditions, the Appendix, the Schedule of Quantities, Specifications and Drawings attached here to and duly signed.

**Contract Price:** Shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.

**Notice in Writing or written notice:** Shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

**Date of commencement:** Shall be either one-week, from the date of issue of work order to the contractor or day on which the contractor will take possession of site whichever is earlier.

## **2. SCOPE OF WORK:**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect and Employer. The Architect with approval of BIRD may issue further drawings and / or written instructions, details directions and explanations which here in after are collectively referred to as 'Architect's Instructions'. In regard to:

- i) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- ii) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- iii) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- iv) The demolition removal and / or re-execution of any work executed by the contractor/s.
- v) The dismissal from the work of any persons employed there upon.
- vi) The opening up for inspection of any work covered up.
- vii) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

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

**Any Material such as tiles, fitting etc. shall be approved by BIRD before fixing within the approval list of brands. wherever brand is not indicated, only ISI mark product shall be used.**

### **3. TENDERERS SHALL VISIT THE SITE:**

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

### **4. TENDERS:**

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

(Also see GENERAL INSTRUCTIONS for the guidance of Tenderers)

The schedule of quantities shall be filled in as follows:

- a) The "Rate" column to be legibly filled in ink in both English figures and English words.
- b) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule/ Bill of Quantities".
- c) All corrections are to be initialed.
- d) In case of any errors / omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates.

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

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section as per applicable CVC guidelines issued time to time.

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

The works will be paid for as “measured work” on the basis of actual work done and not as “Lumpsum” contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of Lumpsum charges in the tender in respect of any items of work will be made for the actual work done on the basis of Lumpsum charges will be assessed to be payable by the Employer/Architects. The employer has power to add to, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

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

## **5. AGREEMENT**

The successful contractor will be required to sign agreement in accordance with the draft agreement from enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

## **6. AUTHORITIES, NOTICES, PATENT RIGHTS & ROYALTIES:**

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

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

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

#### **7. TAXES & DUTIES:**

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

#### **8. NOTICES & STATUTORY REGULATIONS:**

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

#### **9. QUANTITY OF WORK TO BE EXECUTED:**

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

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

#### **10. OTHER PERSONS ENGAGED BY THE EMPLOYER:**

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in this regard.

#### **11. EARNEST MONEY & SECURITY DEPOSIT:**

The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD's Saving Account Number-5411848265 with Kotak Mahindra Bank, Ashiyana Branch, Lucknow-226010 (IFSC Code- KKBK0005199). No Bank guarantee shall be accepted.

#### **12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

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



### **13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART:**

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

If in the opinion of the BIRD/Architect the works be delayed:

- a) By force majeure or
- b) By reason of any exceptionally inclement weather or
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default or
- d) By the works or delays of the contractors/tradesmen engaged or nominated by the Employer/Architect and not referred in the Schedule of Quantities and/or specifications or
- e) By reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the buildings/traders or
- f) By reason of the BIRD/Architect's instructions, or
- g) In consequence of the Contractor not having in due time, necessary instructions from the Architect for which he shall have specifically applied in writing ahead of time, giving the BIRD/Architect reasonable time to prepare such instructions, the Architects shall make a fair and reasonable extension of time for completion of the Contract works.

In case of such strike or lock-out, the Contractor shall as soon as possible, give written notice thereof to the Architect, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all which may reasonably be required, to the satisfaction of the Architect, to proceed with the work.

The Contractor on starting the works shall furnish to the Employer/Architect a Bar chart for carrying out the work stage in the stipulated time for the approval of Architect/Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work, week by week by Architect, a weekly progress report stating the number of skilled and un skilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period. The Contractor must inform the Architect, 10 days in advance of all drawings and details required by him from time to time. The Contractor shall adhere to the approved program and arrange for the materials and labour etc. Accordingly, despite repeated instruction, if the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action as deemed fit without prejudice to any terms and conditions of the contract.

#### **14. LIQUIDATED DAMAGES:**

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

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

#### **15. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:**

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

All mandatory tests shall be carried out as per specifications. If required by the Employer/Architects, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Architects at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. No extra payment on this account shall in any case be entertained.

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

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

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

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

## **16. REMOVAL OF IMPROPER WORK, ITEMS SUPPLIED & INSTALLED:**

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

## **17. SITE ENGINEER:**

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

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Architect/Employer.

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

## **18. CONTRACTOR'S EMPLOYEES:**

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Technical personnel as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers on the work as far as possible. No laborers below

the age of eighteen years and who is not an Indian National shall be employed on the work.

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

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

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

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

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's laborers' are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of workers engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

#### **19. DISMISSAL OF WORKMEN:**

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

#### **20. ASSIGNMENT:**

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

progress.

## **21. 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 or damage under any acts on compensation or damage consequent upon such claim.

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

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The original insurance policy will be with BIRD, Lucknow which will be jointly in the name of the Employer and contractor and the duplicate will be with the contractor. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the CAR (Contractors All Risk Policy) for insurance equal to the amount of issued work order for this work. CAR is compulsory and must be effected from the commencement of work to completion of defect liability period. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

## **22. MEASUREMENTS:**

Before taking any measurement of any work the contractor/ its representative deputed by him shall give reasonable notice to the employer. The mode of measurement will depend upon the unit mentioned in the Schedule of Quantities. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

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

### **23. PAYMENTS:**

All bills shall be prepared by the contractor in the form prescribed by the Employer/Architect. Normally, one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

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

The Employer will deduct retention money as described in Memorandum of Form of Tender. The refund of retention money will be made after completion of defects liability period.

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

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

### **Final Payment**

The final bill shall be accompanied by a certificate of completion from the Employer/Architects. Payments of final bill shall be made after deduction of Retention Money as specified above, which shall be refunded after the completion of the Defects Liability Period after receiving the Employer's/Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer/Architects. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

**24. VARIATION/DEVIATION:**

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

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

**25. SUBSTITUTION:**

Substitution is generally not allowed. In case of exception, it will be permitted after the approval of the Employer/Architects in writing for any such substitution well in advance. Materials designated in this specification shall be preferred first and in case of non-availability of those mentioned in BoQ the substitution by "Equal" or "Other approved" etc. needs approval of the Employer/ Architect in writing.

**26. CLEARING SITE ON COMPLETION:**

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

**27. DEFECTS AFTER COMPLETION:**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the Retention Money together with any expenses the Employer may have incurred in connection therewith.

**28. IDLE LABOUR:**

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

### **29. SUSPENSION OF WORKS:**

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

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 30 below. (Termination of Contract by Employer)

### **30. TERMINATION OF CONTRACT BY EMPLOYER:**

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



the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

### **31. ARBITRATION:**

All disputes 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 experience in handling Arbitration Cases.
- b) Member of Council of Arbitrators
- c) Fellow of the Institution of Engineers
- d) Eminent Retired Chief Engineer from State/Central PWD/Public sector Undertaking of good reputation and integrity
- e) Fellow of Indian Institute of Architects

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

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 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. 1996 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.

**32. PRE-CONTRACT INTEGRITY PACT:** Pre-contract Integrity Pact as per the format given below may be filled and submitted along with the Technical Bid, **failing which the tender will not be considered.** To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. EXECUTION OF WORK (PRICES TO INCLUDE)**

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

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

- a) Labour, maintenance fixing, carrying, cleaning, making good, hauling, watering etc.
- b) Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- c) Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.
- d) Meeting all obligations indicated in tender document.

### **2. SITE SUPERVISION**

The contractor shall appoint at his own cost, competent and adequate number of qualified persons at site, for (1) joint measurements and preparations of bills, (2) for testing materials,

(3) For other general supervision. Their appointment may be consulted with Employer/Architect. The site Engineers shall not be removed from the site without the written consent of the Employer/Architect.

### **3. MATERIALS AND WORKMANSHIP**

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

### **4. DIMENSIONS**

Figures, dimensions, are in all case to be accepted preferences to scaled sizes. Large-scale details take precedence over small-scale drawings. In case of discrepancy, the contractor is to ask for a clarification before proceeding with the work. Accordingly, if any work is executed without prior clarification it is liable to be rejected and shall not be paid for.

## **5. CUSTODY AND SECURITY OF MATERIALS**

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

## **6. PRICES FOR EXTRAS ETC., ASCERTAINMENT OF**

Should it be found after the completion of the works from measurements taken that any of the quantities or amounts of the work thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and/or tender or that any variations, is made, the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made accordance with the following rules:

a) The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions the work priced therein.

b) The net prices the original tender shall determine the value of the item omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof

c) Where 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 work are carried out of it the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Architects the net rate or price contained in the priced schedule of quantities or tender or for any item of work involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Architect shall fix in consultation with the Employer such other rate or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor.

d) Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at 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 district, provided that in either case vouchers specifying the daily time (and if required by the Architect, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement' or within three months of the completion of the contract works.

## **7. FAILURE BY CONTRACTOR TO COMPLY WITH EMPLOYER'S/ ARCHITECT'S INSTRUCTIONS**

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

which become due to the Contractors.

## **8. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR**

The contractor shall furnish the Employer/Architect the following:

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

## **9. DELAYED PAYMENTS**

No interest is payable if any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the Architect hereunder shall, if not paid within the 'Period of honouring of Certificate'.

## **10. FORCE MAJEURE**

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

## **11. TAX DEDUCTION AT SOURCE**

Income Tax and GST TDS shall be deducted at source by the employer from the contractor's interim and final bill payments as per Statutory Regulations.

## **12. SITE MEETINGS**

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by Employer/Architect to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

## **13. ACTION WHERE THERE IS NO SPECIFICATION**

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

## **14. REPORTING OF ACCIDENT TO**

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

## **15. TYPOGRAPHICAL/ CLERICAL ERRORS**

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

## **16. WORK PERFORMED AT CONTRACTOR'S RISK**

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

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

**18.** The contractor should take necessary insurance cover CAR policy (Contractor's All Risk Policy) at his cost for his persons employed at site and for third party from commencement to the completion of Defect Liability Period. Policies should be taken in the joint names of employer and the contractor in which first name should be Employer.

**19.** The contractor shall engage necessary qualified person for "Tender for Flooring work of Different Rooms at BIRD, Lucknow" for full time supervision of site at his cost during the execution of the work for attending to day to day affairs. He shall keep record of daily work schedule and keep inform the progress to the Architect/Bank on daily basis till completion of project.

**20.** Basic rate of vitrified tiles for the purpose of quoting rates of items no 1 & 2 shall be Rs.70 per sq. ft. (MRP including all taxes as per latest list price of manufacturer). If the basic rate of selected tiles is more than Rs.70/- per sqft, the difference will be paid by BIRD on actually measured quantity. In case of the basic rate is less than Rs.70/- per sqft, the difference will be recovered from contractor's bill. Contractor will have to present latest rate list indicating MRP duly authenticated by manufacture for this purpose.

## **SAFETY CONDITIONS OF THE CONTRACT**

As part of the contract, the contractor must satisfy the undermentioned safety requirements and must ensure at all time that these are followed without any deviation.

### **A. GENERAL**

1. Smoking and chewing pan are prohibited in the Institute.
2. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission of BIRD's engineer shall be taken before execution of the same. No job involving heat source are permitted to be carried out after office hours and on holidays/Sundays without prior permission.
3. It is entirely the responsibility of the contractor to see that safety appliances such as safety belts, life lines, helmets, rubber gloves of appropriate voltage (1100V) rating etc., depending on the job demand, are made available to his staff at contractor's cost. If the contractor need any suggestion on the mater, he may approach BIRD's engineer for the same. Any lapse on safety will be viewed seriously.
4. The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.
5. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.

### **B. SAFETY PRECAUTIONS FOR PORTABLE ELECTRICAL APPLIANCES**

Precaution in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for contractor's attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

1. Broken sockets/pin plug /loose connections: These conditions cause sparks which lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.
2. Polarity of phase/neutral and earth: Certain appliances like Periscope may give violent electrical shock during work if polarity conditions are not satisfied.
3. Joints in flexible cables: Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible/ inflammable materials are present near the joint. Sometimes this may not be noticed by the operator at all.
4. Appliance body grounding and system grounding: In absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthing according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault condition.
5. Water leakage: Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation, switches in chronic leakage areas should preferably be de-energized until the rectification is done.

**APPENDIX****ABSTRACT TO GENERAL CONDITIONS OF CONTRACT**

|     |  |   |
|-----|--|---|
| 1.  | Earnest Money Deposit  | The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 25,000 (Rs. Twenty Five Thousand Only) in the form of an Account Payee DD/e-payment in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD's Saving Account Number-5411848265 with Kotak Mahindra Bank, Ashiyana Branch, Lucknow-226010 (IFSC Code-KKBK0005199). Receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD. No Bank guarantee shall be accepted. |
| 2.  | Date of Commencement   | One week from the date of issue of work-order to the contractor   |
| 3.  | Period of Completion   | 02 months from the date of commencement   |
| 4.  | Defects Liability Period   | 12 months from the date of completion   |
| 5.  | Agreed Liquidated Damages  | 0.25% of contract value for each week of delay subject to maximum of 5% of the contract value (without extra items)   |
| 6.  | Period of Final Measurement  | 15 days   |
| 7.  | Retention money from each interim bill                                     | 5%  |
| 8.  | Total retention money including earnest money and initial security deposit | 5% of the Contract Value  |
| 9.  | Architect's certificate payment  | 15 days after submission of interim bills by the Contractor.  |
| 10. | Period of honoring payment certificate                                     | 21 working days from date of Architect's certificate of payment for interim bills and 45 working days for final certificate.  |



**DECLARATION**

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

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

Witness:

\_\_\_\_\_

Signature of Tender

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

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

**Bankers Institute of Rural Development (BIRD),**  
Sector-H, LDA Colony, Kanpur Road Lucknow

**PRE CONTRACT INTEGRITY PACT**

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

Bankers Institute of Rural Development (BIRD) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for **flooring work of Different Rooms at Bankers Institute of Rural Development (BIRD), Lucknow**. The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section2 – Commitments of the Bidder(s)**

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years

with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

### **Section 6 – Equal treatment of all Bidders**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidders(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for his Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for BIRD is :

**Shri Subodh Kumar Goel 501, Tower-6  
Common Wealth Games Village New Delhi – 110 092**

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Director, BIRD.
- (3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) Sub-with confidentiality. The Monitor has also signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, BIRD and recuse himself/herself from that case.

- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Director, BIRD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Director, BIRD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, BIRD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Director, BIRD.

### **Section 10 – Other provisions**

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Lucknow.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)  
(Office Seal)

(For & on behalf of the Bidder)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**CHECK-LIST FOR TECHNICAL BID FOR FLOORING WORK OF DIFFERENT ROOMS AT BIRD, LUCKNOW**

| <b>Sr. No.</b> | <b>Documents asked for</b>  | <b>Whether placed or not</b> |
|----------------|---|------------------------------|
| 1.             | A) Bid Security (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of DD/Bank Guarantee issued by any scheduled commercial bank in favour Of the Bankers Institute of Rural Development, Lucknow valid for 45 days beyond the Tender validity period.<br>B) Tender Processing Fees of Rs. 590/- (Rupees Five Hundred Ninety Only) including GST (Not applicable if tender document downloaded from website) |                              |
| 2              | Self-attested copy of the PAN card with copy of Income Tax Return of the last three financial years.  |                              |
| 3              | Self-attested copy of Balance Sheet duly certified by CA for the last three financial years.  |                              |
| 4              | Self-attested copy of GSTIN   |                              |
| 5              | Proof of experiences of last seven financial years as specified in the NIT along with satisfactory performance certificates from the concerned employers.   |                              |
| 6              | Signed Copy of Pre Contract Integrity Pact as per format on Rs. 100 Stamp Paper.  |                              |
|                |   |                              |

Signature:

Date:

**PART-II**

**FINANCIAL BID**

**(To be submitted in a SEPARATE SEALED envelope super- scribed as  
"FINANCIAL BID")**



**(BILL OF QUANTITY)**

**DETAILED ESTIMATE OF PROPOSED FLOORING WORK**  
**ABSTRACT OF COST**

| <b>S.N.</b> | <b>DESCRIPTION OF ITEM</b>  | <b>SCH. NO.</b>    | <b>QUANTITY</b> | <b>UNIT</b> | <b>RATES (INR)</b> | <b>AMOUNT (INR)</b> |
|-------------|---|--------------------|-----------------|-------------|--------------------|---------------------|
| 1           | Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement: 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sq.m. including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm (Make- (Make-Kajaria/ /Somany/Johnson/ Orient Bell)) | D.S.R.-<br>11.41.2 | 1912.00         | SQM         |                    |                     |
| 2           | Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), including grouting the joint with white cement & matching pigments etc. complete. (Make-Kajaria/ /Somany/Johnson/ Orient Bell)  | D.S.R.-<br>11.46.2 | 191.00          | SQM         |                    |                     |
| 3           | Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles above 25 mm and up to 40 mm including removal of carpets.   | D.S.R.-<br>15.23.2 | 2103.00         | SQM         |                    |                     |
|             |   |                    |                 |             |                    |                     |

|   |  |                   |               |     |  |              |
|---|--|-------------------|---------------|-----|--|--------------|
| 4 | Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge. | D.S.R.-<br>1.1.18 | 84.00         | CUM |  |              |
|   |  |                   |               |     |  |              |
|   | <b>TOTAL</b>   |                   |               |     |  | <b>0.00</b>  |
|   |  |                   |               |     |  | <b>0.00</b>  |
|   | <b>G. TOTAL</b>  |                   | <b>Say Rs</b> |     |  | <b>Lacs.</b> |
|   | <b>Total including GST (in figures)</b>  |                   |               |     |  |              |
|   | <b>Total Including GST (in words)</b>  |                   |               |     |  |              |

- (i) Basic rate of tiles for the purpose of quoting rates of items no 1 & 2 shall be Rs.70 per sq. ft. (MRP including all taxes as per latest list price of manufacturer). If the basic rate of selected tiles is more than Rs.70/- per sq. ft., the difference will be paid by BIRD on actually measured quantity. In case of the basic rate is less than Rs.70/- per sqft, the difference will be recovered from contractor's bill. Contractor will have to present latest rate list indicating MRP duly authenticated by manufacture for this purpose.
- (ii) Quoted rates must include labour cost of removing and replacing existing furniture and other items in the rooms as directed by BIRD.

**Signature, Stamp & Address of the Firm**

**Date:**

**Place:**