

TERMS & CONDITIONS

This tender is according to latest & last “Terms of Contract” by Indian institute of Architect.

1. This tender is calling of work of CIVIL **REPAIRING/ RENOVATION** WORK OF RAJKOT NAGARIK SAHAKARI BANK BUILDING AT MITHAKHALI, AHMEDABAD GUJARAT for Rajkot Nagrik Sahkari Bank Ltd., Arvindbhai Maniyar Nagrik Sevalaya, Near Raiya Circle, 150 feet wide ring road Rajkot -360005.
2. At the time of submission every tender must be accompanied by a demand draft of **Rs. 1500/ =** in favor of “**Rajkot Nagarik Sahakari Bank Ltd. “Payable** at Rajkot as tender fee. Any tender, which is not accompanied by tender fee, shall be rejected
3. At the time of submission every tender must be accompanied by a demand draft / of **Rs. 34,000/ =** in favor of “**Rajkot Nagarik Sahakari Bank Ltd. “Payable** at Rajkot as Earnest money. Any tender, which is not accompanied by the earnest money, shall be rejected.
4. The Earnest money deposit of unsuccessful tender will be returned after the tender is decided or within week.
5. Sealed tender, technical Bid along with EMD & tender fees as indicated below should reach to the office of **Estate Department, Rajkot Nagarik Shakari Bank Ltd., Arvind Bhai Maniar Nagarik Sevalaya, Near Raiya Circle, 150 feet wide ring road, Rajkot - 360005, Gujarat on or before 08-09-2026 before 2:00 p.m. by Registered A.D./Speed Post/Courier only**
6. The security Deposit should release after the completion of “Defect liability Period.”
7. **Security Deposit will be 10% of tender estimated cost shall be submitted by contractor in form of FD at before the time of acceptance of work order. Security deposit will be returned after ONE YEAR from the certified completion date of work or one monsoon whichever is more.**
8. Successful contractors have to make “Contract Agreement” with owner, and in this schedule of quantities of tender, abstract, filled rate, terms of contract, specification, receipt of owner will be included, all the expenditures above agreement will be paid by contractor.
9. **If successful contractor will fail to make “contract agreement “without any particular reasons, his amount of earnest money will be fortified as a penalty of loss & damages. Liquidated damages for delay of work the penalty will be of Rs.3400/day incase if the work not completed in stipulated time.**
10. The tender should quote in all item with item rate, any item given without quantity bidder should also quote for the same but do not count towards grand total. Total must be in figures as well as in words.
11. Joint tenders shall not be considered.

12. The rates quoted in the tender shall include all. charges of scaffolding lift any tools & plants of expenditure for carrying out the work.
13. The rates quoted in the tender Applicable G.S.T. will be paid by bank separately in each running bill
14. RNSB (RNSB - Rajkot Nagarik Shakari Bank Ltd) will appoint site engineer, for work and bill checking, the contractor must co-operate with Architect / site engineer appointed by RNSB, so, that entire work shall proceed smoothly with least possible delay and to the satisfaction of the RNSB
15. The contractor shall remove all debris etc. wash & clean the floors at his own cost and hand over the site in proper manner on the completion of work. Otherwise, same will be reimbursing from contractor.
16. The contractor will attend to all defects noticed during defect liability period. If the contractor fails to attend the defects, RNSB will rectify these defects and the expenditure incurred on this account will be recovered from Security Deposit.
17. The contractor shall be responsible for application of labour laws, compensation for injury & accident to person, whether, employed by him or by his sub-contractor.
18. The contractor will take necessary precautions for carrying out the work avoiding any damage to structures/decorative parts of the property. The contractor will rectify any damages at his cost.
19. RNSB has the right to terminate the contract, if the contractor abandons the work or fails to commence & complete the work in time or fails to abide by the contract conditions.
20. The contractor has to certify the bill and measurement from the site engineer and / architect appointed by RNSB. He has to obtain the "completion certificate" of the work from site engineer and /architect.
21. RNSB reserves the right to reject any or all tenders, accept part of any tender on the entire work to any contractor or divide the work to more than one contractor without assigning any reason or giving any explanation. The rates quoted by the contractor, no compensation will be paid on this account.
22. No price escalation will be given. Work shall to be completed in stipulated time limit.
23. The contractor has to follow the plans, drawings, specifications, site engineer / architect's instructions and all the specifications shown in the schedule of the quantities.
24. The contractor may be allotted the whole or part of the work mentioned in this tender & the same should be acceptable & binding to the contractor as is the tender for that portion has only been floated. **If contractor is facing any delay in his work due to the work of another agency, then the contractor will have to**

inform the other agency before 48 hours in advance so that the work is not delayed and the work can be completed smoothly.

25. Tenderer shall go through all documents before quoting rates, and provide for necessary costs as may be included in either bill or material or specifications.
26. Tenderer shall give prices in blank column quote in item rate in figures as well as in words. Entries in English made in ink.
27. Tenders shall be invalid unless all should be filled. No extra conditions shall be submitted and conditional tenders are liable to be rejected. All the legal partners of the firm shall sign tenders.
28. Work shall be done in day and night without extra charge, if necessary.
29. Tenderer shall provide for staking materials in such a way as to facilitate rapid checking of quantities.
30. Contractors shall arrange for all temporary connections.
31. No extra shall be paid, quantity sheets and drawings both to be considered jointly and Architect/ site engineer in charge is final authority for the interpretation.
32. Site instruction shall deem for proper execution and shall be carried out without any extra charge.
33. Contractors shall submit samples of work / sample of material for the approval of RNSB /architect before commencing the bulk of work. All testing certificate of the material to be used shall be submitted to the RNSB. The rest of the work shall be completed only on the express approval for the Architect / site engineer.
34. The serviceable materials out of the dismantled materials will be property of RNSB / employer and shall be property streaked by the contractors as directed by site engineer on the serviceability on the contractors.
35. All labour employed by the contractors shall be covered by workmen's compensation Act. Any death injury or mishap to the workman of the contractors will be entirely at the contractor's responsibility and RNSB / employer shall not be liable to pay any damages for the same.
36. The contractors shall give his permanent account number (from the income tax department.)
37. The RNSB will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
38. Contractor in their own interest is advised to visit the site & get themselves familiarize in the prevailing situations before submitting their rates. No claim whatsoever for ignorance, misunderstanding shall be entertained later.
39. The unsealed tenders, tenders not super scribed as the prescribed tender document, conditional and unsigned tenders, tenders containing absurd rates and

amounts, tenders which are incomplete or otherwise considered defective are liable to be rejected.

40. Any damage done to the property of the RNSB during execution of the work shall be responsibility of the contractor & it shall be made good by firm at his cost to the entire satisfaction of RNSB / Architect / engineer in charge
41. The architects/ site engineer shall have full power to get the material or workmanship etc. inspected & tested by an independent agency for its soundness & adequacy at the cost of contractor.
42. The contractor shall examine all drawings before quoting & commencing of actual work & report to the Architect / site engineer (RNSB) any discrepancies for omission & shortcomings in the drawings.
43. RNSB reserves its rights to abandoned (cancel) / discontinue any of the work / total work mention in here in above before its commencement during / or its currency at any time without assigning any reason.
44. RSNB has right levy penalty per day as per the agreement. if the work is not completed stipulated time as mention in the tender documents.
45. The contractor must put his signature on every page of the tender.
46. Basic rate of any materials shall be considered the rate of particular material only i.e., all taxes; transportation, loading / unloading shall not be paid extra in the basic rate if mentioned in the tender, or for extra items if any.
47. **Experience of the bidder shall be gauged from the works of the required magnitude executed by him in passed as detailed out under documented past experience. Bidder should have done minimum one projects not less than Rs. 34 lacks or two projects not less than 17 lacks similar nature in last three year.**
48. **All work shall be carried out as per PWD & RNB & IS general technical specification of civil construction work and instruction of engineer-in charge /Architect.**
49. **There may be any items / design need to be change / material need to be change as per site requirement / RNSB needs that should be done without any extra for any items.**
50. **RNSB shall have final right to select / choose only some items out of total tender items and/or increase/decrease nos. of items specified in the tender.**
51. Consultant / owner shall be visited the site for technical verification & the bidder shall be gauged from the completed works of the workmanship / quality of the work, performance etc. by him as submitted the completion certificate even through bidder meet the criteria, they are subject to be disqualified if they have:
 - a. made misleading or false representation in from statement and attachment submitted and / or.

b. a record of poor performance such as abandoning the work, not properly completing the work / contract delays in completion, litigation history, financial failure etc.

c. failed to provide clarification related thereto; or

The competent authority of the RNSB reserves the rights for pre-qualifying to the contractor.

Time schedule to complete the work

Civil work / construction of alteration / addition / Renovation work of RNSB Bank bldg. for Rajkot Nagarik Shakari Bank Ltd.	120 days
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Above said time period shall be considered from the date of issue of acceptaining tender letter.

All the powers of the work have kept in hands of owner and contractor shall not take any objections.

The defect liability period shall be ONE YEAR from the certified completion date of work or one monsoon whichever is more. Items with respected company certificate of guarantee/ warrantee should be submitted and that should start from completion date only.

Liquidated damages for delay of work the penalty will be of Rs.3400/day incase if the work not completed in stipulated time.

We agree with the terms and conditions.

Sign _____
(contractor)