



## **NOTICE INVITING FOR E -TENDER OF**

**CIVIL WORK FOR PROPOSED B-TYPE RESIDENTIAL BUILDING BLOCK (G+3 STOREY) (1 BLOCK) OF SHREE NARMADA KHAND UDYOG SAHAKARI MANDALI LTD. AT DHARIKHEDA, POST: TIMBI, TA: NANDOD, DIST: NARMADA, 393140, GUJARAT, INDIA.**

## E- TENDER NOTICE

The Shree Narmada Khand Udyog Sahakari Mandali Ltd., (Shree Narmada Khand Udyog) invites sealed **Rate Tender** from financially and technically reputed and experienced eligible contractors for following works: -

1.	Name of work	:	Civil Work For Proposed B Type Residential Building Block (G+3) (1 Block) of Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, Post: Timbi, Ta: Nandod, Dist: Narmada, 393140, Gujarat, India.
2.	Name of the Owner	:	Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, Post: Timbi, Ta: Nandod, Dist: Narmada, 393140, Gujarat, India.
3.	Earnest Money	:	<b>Rs. 1.25% of estimate cost. (Rs. 1.63 CR. estimated cost)</b> by RTGS, NEFT, Demand Draft in favor of Shree Narmada Khand Udyog Sahakari Mandali Ltd, (Payable on any schedule Bank at Rajpipla. In case your quotation is not accepted the deposit will be refunded within a fortnight from the date of finalization. EMD will carry no interest.)
4.	Tender fees for tender document (Non-refundable)	:	Rs.25000 + GST (Rs. Twenty Five Thousand only) by Cash, RTGS, NEFT, Pay order \ Demand Draft in favor of Shree Narmada Khand Udyog Sahakari Mandali Ltd., Payable on any schedule Bank at Rajpipla.
5.	Date and place for issue of tender	:	The tender will be available <b>From 01.07.2026</b> on <b><a href="http://tender.nprocure.com">http://tender.nprocure.com</a></b> at 11:00 AM. <b>To Date:- 09.07.2026</b> up to 11:00 HRS.
6.	Last Date and time submitting of duly filled tender.	:	Date: <b>09.07.2026</b> - up to 17:00 HRS. (Un priced bid - (Technical offer) which will be compulsory submitted with EMD and tender fee only at Shree Narmada Khand Udyog Sahakari Mandali Ltd. in time specified in tender hence hard copy of both bid to be sent at union.)
7.	Clarification in tender	:	Vendor has to ask and solve quarry from Our consultant "AR STRUCTURALS", Corporate Office-812, Golden Square, Beside D-Mart, Near ABC Circle, Bharuch, Mob. No.: - 97260 11226, Email Id: <a href="mailto:office.arstructurals@gmail.com">office.arstructurals@gmail.com</a> Or Mr. Dhanendra Gadale General Manager, The Narmada Khand Udyog Sahakari Mandali Ltd. (ph. No. 8806697000) Er. Sunil Patel, Chief Engineer, The Narmada Khand Udyog Sahakari Mandali Ltd. (ph. No. 94288 15703) Email Id: <a href="mailto:narmadasugar_dharikheda@yahoo.co.in">narmadasugar_dharikheda@yahoo.co.in</a>
8.	Pre Bid Technical Meeting	:	Date: <b>04.07.2026</b> at 10.00 HRS. to 12.00 HRS. at Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India.

9.	Date of Opening Technical Bid of Tender (online)		Date:-10.07.2026 at 11:00 HRS.
10.	Date of Opening Commercial Bid (price bid) of Tender (online)		Date: - 13.07.2026 at 11:00 HRS. <b>Imp. Notice:-</b> The Shree Narmada Khand Udhog Sahakari Mandali Ltd, has reserves all rights for any type of Negotiation in Commercial Bid.
11.	Security Deposit	:	5.0% of the contract value refer
12.	Time of Completion	:	8 Months From date of letter of LOI/WO.
13.	Defects liability period	:	1 (One) Year from date of handing over
14.	Liquidated damages	:	½ % of the contract value per week maximum 10% of the value of contract
15.	Retention Money	:	5% of bill total Amount
16.	Bill checking & Technical Bid:-	:	30 days after duly checked by consultant.
17.	Penalties & Bonus	:	The Contractor shall complete the entire scope of work within the stipulated contract period. In case of any delay in completion of the work beyond the agreed schedule, except for delays caused by the Employer, Force Majeure events, or approved extensions of time, a penalty in the form of Liquidated Damages shall be imposed at the rate of <b>0.05% of the total Contract Value per week or part thereof</b> for the period of delay. The total penalty recoverable under this clause shall be limited to a maximum of <b>10% of the total Contract Value</b> . Completion of the work before the stipulated completion period shall not entitle the Contractor to any bonus
18.	Quality & Certification	:	Quality related any bad workmanship will have penalized by Factory. Also it should be Break/remove by the contractor by his own cost and any Decision related to work quality issue will be taken by consultant/Factory will final.
19.	Mode of measurement	:	As per IS standard practice.

## **ISSUE LETTER OF E - TENDER DOCUMENT**

Civil Work for Proposed B Type Residential Building Block (G+3) (1 Block) of Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India.

**The tender document set consisting of drawings and text as shown in the index sheet is issued to:**

**Name of Tenderer** : \_\_\_\_\_

**Address of Tenderer** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The fees for this set of tender documents is Rs. 25000/- (Rupees Twenty Five Thousand Only) & to be submitted with tech Bid in Separate cover duly super scribed as Tender Fee.

Date of sale of tender document vide receipt

No. \_\_\_\_\_ Date \_\_\_\_\_

Issued by:

**For and on behalf of**

**MANAGING DIRECTOR**

**Shree Narmada Khand Udhdyog Sahakari  
Mandli Ltd, Dharikheda, Gujarat- 393140**

**CONSULTANT**

**AR STRUCTURALS  
812, 8<sup>th</sup> Floor, Corporate office, Golden  
Square, Beside D-Mart, Nr. ABC  
Circle, Bholav, Bharuch.**

## Form of Tender

Place: .....

Date: .....

To,  
Managing Director,  
Shree Narmada Khand Udyog Sahakari Mandli Ltd.  
Dharikheda, Gujarat.

Dear Sir,

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

### MEMORANDUM

(a)	Description of works	:	Civil work for above said work
(b)	Estimated cost	:	1.63 CR.
(c)	Earnest Money	:	As said above
(d)	Percentage, if any to be deducted from bills	:	5%
(e)	Time allowed for completion of the work from the tenth day after the date of written order to commence the work	:	8 Months

1. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Shree Narmada Khand Udhog amount mentioned in the said conditions.
2. I/We have deposited a sum of Rs: \_\_\_\_\_/- (as per tender notice) as Earnest Money with the SHREE NARMADA KHAND UDHYOG SAHAKARI

MANDLI LTD. which amount is not to bear any interest. If Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the SHREE NARMADA KHAND UDHYOG SAHAKARI MANDLI LTD.

3. The Tender is submitted in two parts in separate sealed envelopes. Part A contains all technical particulars and Part B contains only the price bid online.
4. The Composition of our firm is: (Partnership / Pvt. Ltd. / Proprietorship / Public Ltd. etc.)
5. The name of the Proprietor / names of Partners/ Directors of our firm are:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
6. Name of the partner of the firm authorized to sign.

\_\_\_\_\_

**OR**

Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).

\_\_\_\_\_  
Yours faithfully  
Signature of Contractor

[Note: If the party is a proprietary firm or an individual, it should be signed by the proprietor or the individual. If the party is a partnership firm, it should be signed by all or on behalf of all the partners. If the party is a private limited firm / Incorporate Company, the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on\_(Copy of the resolution should be attached). If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

1. Name:	2. Name:
(Signature)	(Signature)
Address:	Address:

## **IMPORTANT**

- 1) Only following listed documents must be submitted on line (Excluding price bid) along with the D.D. of Tender Fee, EMD in sealed cover on OR before due date and time.

**Price Bid shall not be submitted in Hard copy.**

1. Demand Draft RTGS, NEFT RECEIPT for Tender Fee and EMD (**Original**)
2. Attested copy of PAN No.
3. Attested copy of GST registration certificate/number.
4. Attested copy of work experience certificate for the similar works executed.
5. List of work in progress.
6. Attested copy of firm registration or partnership deed.
7. Attested copy of power of attorney, if any, for signing the bid document.
8. Attested copy of balance sheet of profit & Loss account duly audited by Chartered Accountant of at least 3 financial years.
9. Details of equipment, tools and plants immediately available with the tenderer for use of this work.
10. Details of technical personnel.
11. Undertaking duly Notarized as per attached Declaration Form
12. Any other documents required to verify technical, financial capability of the bidders & other Credentials.

All such documents should be strictly submitted by RPAD / Speed Post only.

Otherwise, the offer will not be considered and no any further communication in the matter will be entertained.

- 2) In case any deviation is found in Data / Details / Documents between on line offer (e- tendering) and physically submitted documents then such tender will not be considered and no any further communication in the matter will be entertained. Tenders must be un- conditional. Conditional Tenders will be rejected.
- 3) Further bidders are requested to submit price – bid i.e., Schedule-B offline only and not to submit the price bid in physical form. **This is mandatory.** If price bid is submitted in physical form, same will not be opened and only on-line submitted price will be considered for evaluation. **The bidder is requested not to submit the hard copy of downloaded tender document, condition of the contract, specification & other relevant documents, except documents as stated here above.** Instead of the same, the bidder shall submit the duly Notarized Undertaking as stated below declaration form on the stamp paper of Rs.300. However, bidder may download tender document & preserve with them in Hard copy for their future reference. Later on, L1 bidder shall be asked to collect the tender documents from the tender inviting authorities for the purpose of contract agreement execution and place their signature with seal of the Factory.
- 4) It is mandatory for all the bidders to submit their tender documents viz. on-line (e-tendering) and physically in scheduled time. Tender documents submitted

in only physical form will not be accepted and considered. Also, all bidders shall submit required Physical documents as stated in Tender Notice

- 5) Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India., reserves the rights to reject any OR all tenders without assigning any reasons thereof.
- 6) Tender Notice Number & name of the work shall be clearly written on the covers containing the Bid documents.
- 7) Technical / Price Bids will be opened on the day and time indicated in the tender notice by an Officer nominated by the Purchaser in the presence of such of the bidders who wish to be present.
- 8) Tender without EMD & Tender Fee shall be rejected.
- 9) Attendance at the Site Visit and Pre-Bid Meeting is mandatory. The bidder shall submit the duly signed attendance certificate along with the Technical Bid. Failure to attend the Site Visit and Pre-Bid Meeting or submit the attendance certificate shall result in rejection of the bid.

Any technical questions, information and clarifications that may be required pertaining to this tender should be referred to the MANAGING DIRECTOR, Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India., Also, during pre-bid meeting (if arranged) the same may please be discussed.

Any technical questions / clarifications, please contact during office time to  
Er. Sunil Patel, Chief Engineer,  
Shree Narmada Khand Udyog Sahakari Mandali Ltd. (ph. No. 94288 15703)

Email Id: [narmadasugar\\_dharikheda@yahoo.co.in](mailto:narmadasugar_dharikheda@yahoo.co.in)

&

Our consultant "AR STRUCTURALS", Corporate Office-812, Golden Square, Beside D-Mart, Near ABC Circle, Bharuch,

Phone. No.: 9726011226

Email id: [office.arstructurals@gmail.com](mailto:office.arstructurals@gmail.com)

**SIGNATURE OF CONTRACTOR**

**MANAGING DIRECTOR  
SHREE NARMADA KHAND  
UDYOG SAHAKARI  
MANDALI LTD. AT  
DHARIKHEDA, 393140,  
GUJARAT, INDIA.**



## SPECIAL NOTE FOR PRE-QUALIFICATION

**Name of work: - Civil Work For Proposed B Type Residential Building Block (G+3) (1 Block) of Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India.**

**The tender documents are of two separate bids i.e. technical and price bids. Bidder is requested to submit the technical bid with the following credentials for post-qualification.**

### **PRE-QUALIFICATION CRITERIA FOR THE ABOVE MENTIONED SCOPE OF WORK.**

Eligibility:

- No Joint Venture (JV)/ consortium are allowed for Bidding.

#### **(1) Qualification Criteria:**

1. Bidder should produce evidence of having experience of successfully completed of similar works as defined hereunder as similar work definition as under, carried out in Central & State Government / Semi-Government / Any Factory / Corporate Sector, during the last Five years ending last day of the month previous to the one in which tender is invited. Bidder should submit self-attested. Copies of documentary evidence, preferably photo copies of work completion certificate, work order with Schedule-B, etc. from the respective department. The amount of work. completed should be either of the following: -
  - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

**OR**

  - b. Two similar. completed works each costing not less than the amount equal to 50% of the estimated cost

**OR**

  - c. One similar completed works each costing not less than the amount equal to 80% of the estimated cost
- If desired, Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India. Management shall verify the completed works carried out by the bidder for qualifying in technical bid. Factory management reserves the right to considering type of work.
2. **Experience certificate of work executed with private firm shall not be accepted. Factory Management reserves the right for acceptance / non acceptance, Experience as a joint venture or sub- contractor is not allowed and price bid of such bidders will be rejected.**
3. **EMD as per E- Tender Notice:** To pay EMD in form of DD RTGS / NEFT of any nationalized bank or Any Private bank, i.e. HDFC Bank, ICICI Bank, IDBI Bank, Axis Bank.
4. **Non-Refundable Tender Fee as per E- Tender Notice:** The tender fee PLUS

APPLICABLE GST shall be accompanied in the form of DD/NEFT/RTGS.

5. Separate employee's **provident fund code** number towards registration of firm with Regional P.F. commissioner (If required).
6. Self-attested copies of relevant document duly signed and sealed on each and every page shall be submitted. Without signed any of the single page considered as rejected.
7. Declaration form in original duly notarized on stamp paper of Rs. 300/- (As referred in Tender Notice)
8. Attested copy of GST REGISTRATION Certificate/Number.
9. Last three-year financial annual return must be submitted with audited report by chartered accountant, without chartered accountant audited report will be the rejected directly.

The above documents will be analyzed and after satisfaction, the price bid will be opened. SHREE NARMADA KHAND UDYOG SAHAKARI MANDALI LTD. AT DHARIKHEDA, 393140, GUJARAT, INDIA. - may verify the documents, experience certificates from authority who have issued such certificates / details.

On opening of Technical Bid, if any required attested documents are missing in technical bid submitted by the bidder, and tender inviting authority is in the opinion that in absence of these documents sufficient competition is not possible, in that case to have fair competition, the tender inviting authority may inform only once by Registered post to bidder/bidders to submit the missing required documents within stipulated time limit and failing which bidder/bidders will be declared technically disqualified for not submitting the required documents along with technical bids without any further notice. However, document will be considered valid only if it is for the period of last day of month previous to the one in which tenders are invited.

**Sign of contractor**

**SHREE NARMADA KHAND  
UDYOG SAHAKARI MANDALI  
LTD. AT DHARIKHEDA, 393140,  
GUJARAT,INDIA.**

**Particulars of the tenderer**

1	Name of the Organization	
2	Type of the Organization (Whether Sole proprietorship, Partnership, Private Limited, Limited or Co-operative Body etc.)	
3	Name of the Proprietor/Partners or Directors in the Organization	1.
		2.
		3.
		4.
4	Details of Registration (Firm, Company etc.), Registering Authority, Date, Registration No. etc.	
5	Experience in maintenance / repair works/ effecting supply etc. [In operation since (years)]	_____ Years
6	Details of Banker' Solvency Certificate (if any) & Name & Address of Shree Narmada Khand	
7	Permanent Account Number (PAN) of the Proprietor / Partnership firm/Private Limited / Limited or Co-operative Body (copy of PAN Card to be attached)	
8	Details of Registrations, if any, with (i) Service Tax Authority (ii) Sales Tax Authority (TIN) (iii) Registration with ESIC (iv) Registration with EPFO (v) GST Number (Enclose copies of relevant documents)	
9	Annual turnover during the last three Years.	
		2023-24: Rs.
		2024-25: Rs.
		2025-26 Rs.
10	a. Registered Office address, mobile number, e-mail id, fax, telephone no. and website address (if any)	
	b. Office Address through which the work will be handled and the name of the Officer-in-Charge / Top Executive.	

11	Whether working with any of the Govt. / Semi Govt. Undertakings / PSU / Financial Institution as approved contractors and if so, furnish details thereof.	
12	Whether any technical personnel are employed in the Organization and if so, give details of their experience, qualification, etc.	
13	Indicate if involved in any litigation at present in similar type of contracts:	
14	Any Civil suit arisen in the contracts of works executed. If any, please give brief details.	

Place:

Date :

Signature of the Applicant  
(With seal)

**Bank Account Particulars of the tenderer**

1	Name of Firm	
2	Address of firm	
3	Name of Bank Branch and Address	
4	Bank Code & Branch Code	
5	IFS Code of Bank Branch	
6	Type of Account	(Saving / Current / Cash Credit)
7	Account Number	
8	PAN of Firm	
9	GST of Firm	

## **Previous Experience**

1. List of important similar works executed by the Organization during the last 3 years.

Name of the Work	Name and address of the owner (Govt. or Semi-Govt/ Bank/ Public/Private Sector organization)	Nature & type of Works (in brief)	Location	The name & full address/contact number of the Officer under whom the work was carried out	Amount tendered	Duration / Completion		State whether work was left incomplete or contract was terminated by either side, giving details thereof.
						Stipulated time	Actual time taken	
1	2	3	4	5	5	6	7	8

**2. List of important similar works on hand each worth Rs. 180 lakh. And a b o v e .**

<b>Name of the Work</b>	<b>Name of the owner (Govt. or Semi-Govt/ Bank/ Public Sector organization)</b>	<b>Nature &amp; type of Works (in brief)</b>	<b>Location</b>	<b>Amount tendered</b>	<b>Time stipulated for completion</b>	<b>Present stage of work</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

### Availability of Technical and Skilled Personnel

1. Name and other details of Technical and skilled Personnel in your employment:

Name	Qualification	Experience	Name of work handled	No. of years employed in your organization	Value of works handled
1	2	3	4	5	6

2. Indicate other points, if any, to show technical and managerial competency or to indicate other important point in favor of the Organization.

3. Submit list of Tools and Plant, Instruments, Machinery etc. which can be readily deployed on site.



## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Dharikheda this day of month \_\_\_\_\_ of \_\_\_\_\_ 2024 year SHREE NARMADA KHAND UDYOG SAHAKARI MANDALI LTD. AT DHARIKHEDA, 393140, GUJARAT, INDIA. BHARUCH (hereafter called "SHREE NARMADA KHAND UDHYOG") of the one part and (Hereinafter called "the Contractor") of the other part.

WHEREAS Shree Narmada Khand Udhyog is desirous Construction of Proposed RCC Structure of 20 Rooms in each Building of Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India. And has caused specifications describing the works to be done.

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

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

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of said Contract amount to be paid at the times and in the manner set forth in the agreement and conditions of the Contractor shall upon and subject to the said Conditions execute and complete the work described in the schedule of quantities and specifications.
2. Shree Narmada Khand Udhyog shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. In the said conditions hereinbefore mentioned, The Managing director / Officer-In-Charge of SHREE NARMADA KHAND UDHYOG, office shall act on behalf of the employer.
4. The said Conditions and as per Agreed Tender thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract

but is a Contract to carry out Civil Work For Proposed B Type Residential Building Block (G+3) (1 Block) of shree narmada khand udyog sahakari mandali ltd. at dharikheda, 393140, gujarat, india.to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
8. Shree Narmada Khand Udhog reserves to itself the right of altering the Drawings/ specifications and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within **ONE YEAR** subject nevertheless to the provisions for extension of time.
10. All payments by Shree Narmada Khand Udhog under this Contract will be made only at Rajpipla.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Rajpipla and only Courts in Rajpipla shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
13. All the terms and condition remain same and must follow as written in tender, i.e. security deposit, defect liability period, Liquidated Damages, Bill Checking & Technical Bid, Penalties & Bonus, Quality & Certification, Retentions money, Payment, Time period, termination of contract, legal points etc. all.
14. In case of Any Issue Terms and Conditions Mention in Tender Document will be Preside.

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

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

**SIGNATURE CLAUSE:**

SIGNED AND DELIVERED BY Shree Narmada Khand Udyog of

Shri ..... (Name and designation)

In the presence of (Witnesses)

(1)

(2)

If the party is a partnership firm or an individual, should be signed by all or on behalf of all the partners.

SIGNED AND DELIVERED BY

Shri ..... in the presence of

(Witnesses)

(1)

(2)

**THE COMMON SEAL:** If the contractor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association) was hereinto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on date..... in the presence of (Witnesses)

(1)

(2)

Directors, who have signed these presents in token thereof

in the presence of (Witnesses)

(1)

(2)

Signed and sealed by the contractor by the hand of  
Shri \_\_\_\_\_ and duly  
constituted attorney.

(If the contractor is signing by the hand of power of attorney, whether a company or individual.)

In the presence of (Witnesses)

(1)

(2)

## SPECIAL CONDITIONS

1. Basic rate wherever indicated means MRP as published by manufacturer. The rate quoted must include all other factors like trade discount, all expenses, overheads, and profits etc. The payment shall be based on actual MRP of item selected by Factory for the work, which can be more or less than basic rate indicated. Contractor will be required to submit proof of actual rate of item.
2. The water and electricity required for execution of the work shall be made available free of cost by the Factory from a designated point at site. The Contractor shall be responsible for arranging all necessary distribution, cabling, piping, hoses, and associated accessories beyond the designated supply point at his own cost.
3. Permission, if any, required from the local bodies and other authority shall be obtained by the Contractor. To carry out the work as assigned in the order.
4. The intending tenderer can obtain any clarifications regarding specifications etc. if any from SHREE NARMADA KHAND UDHYOG, DHARIKHEDA on any working day.
5. The tenderer may please note that, the entire work involved shall be carried out with least disturbance to the occupants/daily activities.
6. The debris dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by SHREE NARMADA KHAND UDHYOG away from work premises without any extra cost to SHREE NARMADA KHAND UDHYOG.
7. The tendered shall use only approved brand materials as specifically stated in the schedule of quantities. Shree Narmada Khand Udyog will be at liberty to choose any brand of the materials from the approved brand names. Even reserves the rights replace or choose other brand in case of choosing other brand by Shree Narmada Khand Udyog, contractor has to given proper rate analysis for the difference of cost.
8. No lapses from the Contractors side, which may cause damage to the property and injury to the occupants / neighbors in the opinion of Shree Narmada Khand Udyog, shall be permitted.
9. Programmed/schedule should be submitted before commencement of work so as to enable Shree Narmada khand Udyog to intimate other agencies in advance for smooth working and better progress and the time schedule should be strictly adhered to.
10. Subject to Factory Management approval, the Contractor's workforce may be permitted to stay within the plant premises at a designated location. All arrangements and expenses related to accommodation, food, housekeeping, and other welfare facilities shall be solely borne by the Contractor.

11. The Contractors should have valid labour license from Labour Commissioner wherever applicable.
12. The Contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by Civil Work For Proposed B Type Residential Building Block (G+3) (1 Block) of Shree Narmada Khand Udyog Sahakari Mandli Ltd.
13. Contractor should inspect the site and understand themselves about the nature and scope of the work. Rate are inclusive of all heights no lead or lift charge to be payable extra. All the material (after the dismantling required work) contractor has to shift and spread all material where Factory requires to dump. Also, that all material has to spread and compact in layer as per EIC. No. extra claimed to be entertained. So, cost of same to be calculated and quote in dismantling items.
14. Any damage caused to any of factory's property shall be made good by the Contractor at their own cost.
15. The Contractor shall carry out the work strictly in accordance with the specification details and instructions of Shree Narmada Khand Udyog.
16. Contractor has to satisfy and comply all the other conditions as written and agreed in tender conditions. Before accept PO / WO, must submit security deposit to Factory, failing to do this, will terminate immediately and will consider as disqualified.
17. All the terms and condition remains same and must follow as written in tender, i.e. security deposit, defect liability period, Liquidated Damages, Bill checking & Technical Bid, Penalties & Bonus., Quality & Certification, Retentions money, Payment, Time period, termination of contract, legal points etc. all.
18. Shree Narmada Khand Udyog reserves the right for the changing of items to be carried out, adding of new items, removing of items shown in BOQ, replace any of items in BOQ, (Note that as per tender contractor has to submit R.A. for new operated items as per tender clause. And contractor must have to inform and get preapprovals any additional quantities or new items to be carried out, if budget is over valuation than tender. (Without preapproval of any additional quantity or items will not considered for billing)
19. Contractor has to submit duplicate bill, challan copy at the security gate, take sign and stamp each and every material entry and keep file and register for all inward material. If Factory requires these all records than contractor has to submit. In failure of this procedure, bill will be not certified, and entire responsibilities to be bare by contractor.
20. Contractor has to follow all quality procedure which has to establish and suggested by our Superintendent Engineer. i.e. Drawing register, concrete cube, slump test, aggregate, sand testing reports, mix design get it done from our consultant, cement stock, daily cement usage and its register, daily progress report, bar chart, material

approvals before purchasing, their samples get it approved before ordering, steel reinforcement test certificate etc.

21. Contractor has to arrange all the required test at their own cost whenever consultant / Superintendent Engineer suggested.
22. Any of the items are exceeding than tender BOQ, contractor must have to take approvals before execution.
23. Any extra items to be get it done than RA approvals also to be prior approvals.
24. Site register must be maintaining and take sign and note when ever consultant / in charge / Factory representative visits the site.
25. Contractor must have to visit site before quote rates. Must have to check existing site condition, all the existing structures, Existing Building, location, review and consider all items in respect to existing structure, Surrounding Structures. Do close observation and quote only after the site visit and evaluation. No any extra payment entertained.
26. SHREE NARMADA KHAND UDYOG reserves the right that out of entire tender, Total or part / items to be execute, even Factory reserves the right full or part tender PO/ WO can release accordingly their decision, it may be single vendor, or number of vendors, Factory do not abide to give full PO to vendors.
27. Security deposit has to submit on or before accepting PO as said in tender notice. Those are selected and awarded contract.
28. All consumables, tools, tackles, and incidental materials required for execution of the work shall be in the Contractor's scope and deemed included in the quoted rates.
29. The Contractor shall be solely responsible for obtaining and maintaining all required labour insurance policies, including Workmen Compensation Insurance and other statutory coverages for personnel engaged in the work. Any claims, liabilities, compensation, or expenses arising from labour-related incidents shall be borne entirely by the Contractor.
30. Vendor has to submit their challan / invoice at security gate of Factory before taking entry in Factory premises, vendor must have to get sign & stamp of security officer & submit one duplicate copy of each challan/ invoice. If Factory check to ask those all bills / challans / invoices contractor has to submit, failing to submit those all, will reject all pending payment, and no payment will entertain.
31. The rates quoted by the Contractor shall remain firm, fixed, and binding throughout the entire contract period and until completion of all works under the scope of the tender. No escalation, revision, adjustment, or claim for increase in rates shall be entertained on any account whatsoever after the tender has been awarded, including but not limited to increases in the cost of materials, labour, fuel, transportation, taxes, duties, statutory obligations, market fluctuations, shortages, delays, or any other unforeseen circumstances. The Contractor shall be deemed to have fully considered all risks and obligations while submitting the bid, and no request for additional

payment or rate revision shall be accepted under any circumstances after issuance of the Work Order.

32. The bidder must have successfully completed at least one similar civil construction work for a Cooperative Society, Cooperative Union, Cooperative Dairy, or Cooperative Institution during the last five (5) years. Documentary evidence in the form of work orders and satisfactory completion certificates shall be submitted along with the Technical Bid. Bidders failing to furnish the required documents shall be liable for rejection of their bid. The Employer reserves the right to verify the submitted credentials from the concerned organization before award of the contract.

Signature and seal of tenderer

Address:

Place:

Date :



## **Safety Code**

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
6. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
7. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete shall be provided with protective footwear and rubber hand-gloves.
8. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
9. No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
10. Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.

## The Conditions Here in before Referred to:

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

a. "Employer"	Shall mean Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India. and shall include its assigning and successors.
b. In the case	"Contractor shall mean a company incorporated under company act 2013 and having its registered office at _____ and shall include its successors and assigns.
c. "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d. "This Contract"	Shall mean the Article of Agreement, the special conditions, the conditions, the as per Agreed Tender, the schedule of quantities and specifications attached hereto and duly signed.
e. "Notice in writing"	Shall mean a notice in written, typed or printed or written notice" sent (unless delivered personally otherwise proved 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.
f. "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
g. "The works"	Civil Work For Proposed B Type Residential Building Block (G+3) (1 Block) of Shree Narmada Khand Udyog Sahakari Mandali Ltd. at Dharikheda, 393140, Gujarat, India.

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

**2. Scope of Contract:** 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 Shree Narmada Khand Udhyog may in its absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Factory instruction in regard to":

- The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- Any discrepancy in the drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- The removal from the site of any materials brought thereon by the contractor and

the substitution of any other material therefor.

- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects as per Factory 's requirement.

The contractor shall forthwith comply with and duly execute any work comprised in such Factory instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by Shree Narmada Khand Udhog shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in duplicate and Shree Narmada Khand Udhog and the Contractor shall be entitled to one executed copy each for his use.

4. **The Contractor shall provide at his cost everything necessary for the proper execution of the works** 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 provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to Shree Narmada Khand Udhog , who shall decide which is to be followed.

5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to Shree Narmada Khand Udhog written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt as per Employer's instruction.

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable-in respect of

the works and lodge the receipts with the Employer.

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

**6. Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position's levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of Shree Narmada Khand Udhyog.

**7. Materials and workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the list of materials, Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for samples of the material for approval and /or carry out any test of any materials.

**8. Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the as per Agreed Tender hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by Shree Narmada Khand Udhyog, to such representative shall be held to be given to the Contractor.

**9. Dismissal of workmen:** The Contractor shall on the request of Shree Narmada Khand Udhyog immediately dismiss from the works any person employed thereon by him who may, in the opinion of Shree Narmada Khand Udhyog, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of Shree Narmada Khand Udyog. /work place.

**10. Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

**11. Supervision of work by Factory:** The contractor shall employ his own qualified and experienced staff for supervision of the work and ensure its completion as per

description in BOQ and standard norms of CPWD. The work will also be supervised from time to time by authorized person, who will give necessary oral or written instructions. The contractor will follow instructions issued by such authorized officials only.

**12. Assignment and Subletting:** 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 under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

**13.** No alteration, omission or variation shall vitiate this contract but in case Shree Narmada Khand Udhog thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract.

Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

**14. Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates. **20% Quantity may vary.** It's also included that some of the quantity may decrease and some of the quantity may increase, but total amount of tender can be allowable all over 20 % amount subject to Factory MD / Management approval.

**15. Sufficiency of Schedule of Quantities:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

**16. Measurement of works:** Shree Narmada Khand Udyog may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Factory in taking such measurements and calculations and to furnish all particulars or to give all

assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by Shree Narmada Khand Udhyog or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

**17. Prices for extra:** The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by Shree Narmada Khand Udhyog shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of the Tender Document hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

- a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- b) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- c) The net prices of the original tender shall determine the value of items omitted.
- d) Price of any extra item for which no reference item is available in the tender, shall be determined on the basis of market rates of labour & materials required for work plus 15% toward overheads and profits.
- e) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to Shree Narmada Khand Udyog at or before the end of the week following that in which the work has been executed.
- f) The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the as per Agreed Tender or if not stated then within six months of the completion of the Contract works as

defined by Superintendent Engineer hereof.

**18. Unfixed materials when taken into account to be the property of the Employer:** Where in any certificates (of which the Contractor has received payment) Shree Narmada Khand Udhdyog has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to, such materials.

**19. Removal of improper work :** The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of **Shree Narmada Khand Udyog** not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

**20. Defects after virtual completion :** Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the As per Agreed Tender hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon Shree Narmada Khand Udhdyog's authorized official's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 20 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause and clause 2 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

**21. Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until Shree Narmada Khand Udhyog has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

**22. Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub- contractors employed by the contractor and are herein referred to as nominated sub- contractors.

**23. Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

**24. Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, PROPERTY animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any Connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of Shree Narmada Khand Udhyog during construction/erection/commissioning of the said contract work at site. The value of third-party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and



shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by Shree Narmada Khand Udyog. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. Shree Narmada Khand Udyog shall be the principal holder of the policy along with the contractor. Shree Narmada Khand Udyog reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with Shree Narmada Khand Udyog from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub- Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with Shree Narmada Khand Udyog.

The Contractor shall be responsible for any liability which may be executed from the Insurance policy above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

**25. Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the As per Agreed Tender hereto, or each later date as may be specified by the Employer and shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as Shree Narmada Khand Udyog may desire to delay) or before the "Date of Completion" stated in the As per Agreed Tender subject nevertheless to provisions for extension of time here in after contained.

**26. Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the As per Agreed Tender or within any extended time under Clause 27 here the Contractor shall pay the Employer the sum named in the As per Agreed Tender as "Liquidated Damages" for the period @ 0.50% of the accepted value of tender per week during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor,

subject to maximum of 5% of the value of contract.

**27. Delay and extension of time:** If in the opinion of the Employer the works be delayed (a) by force major 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 or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Factory 's instruction as per clause 2 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from Shree Narmada Khand Udhyog for which he shall have specifically applied in writing or (h) from other causes which Shree Narmada Khand Udhyog may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, Shree Narmada Khand Udhyog may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to Shree Narmada Khand Udhyog but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Factory to proceed with work.

**28. Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Factory 's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

**29. Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to given security therefore, if so required by the consultant.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained.

Or shall charge or encumber this Contract or any payments due or which may

become due to the Contractor hereunder.

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from Shree Narmada Khand Udhyog notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from Shree Narmada Khand Udhyog written notice that the said materials or work were condemned and rejected by Shree Narmada Khand Udhyog under these conditions'

or

- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons 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 contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient Shree Narmada Khand Udhyog shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of Shree Narmada Khand Udhyog shall be final and conclusive between the parties.

**30. Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of Shree Narmada Khand Udhyog shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance.

**31. Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by Shree Narmada Khand Udhyog on account of the works executed work to the approximate value named in the As per Agreed Tender as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the As per Agreed Tender as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by Shree Narmada Khand Udhyog the sum of money named in the as per Agreed Tender as "installment after Virtual Completion" being a part of the said Total retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the As per Agreed Tender hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 2 and 19 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

All payment shall be subject to recovery of security deposit, income tax and work contract tax (Trade Tax). Contractor shall note that no interim payment shall be made.

All payments against the work shall be released directly into bank account of the contractor.

**32.** The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2(a), 2(b), 4, 7, 12, 18 & 28 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 34 hereof in the same way in all respects (including the provisions as to opening the reference).

**33. Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by Shree Narmada Khand Udhog who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of Shree Narmada Khand Udhog with respect to any of the excepted matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor) any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party requiring the matters in dispute be arbitrated upon such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

Upon every of any such reference, the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be who may determine the amount thereof, or direct the same to be taxed

as between attorney and client or as between party and party, and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act (latest amendment) or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding parties. It is agreed that the contractor shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of Shree Narmada Khand Udhyog and no Award of the Arbitrator or Arbitrators, as the case may be shall relieve the Contractor of his obligations to adhere strictly to Shree Narmada Khand Udhyog's instructions with regard to the actual carrying out of the works. The employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.

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

**35. Employer entitled to cover compensation paid to workmen:** If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

**36. Abandonment of works:** If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, Shree Narmada Khand Udhyog shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

**37. Return of surplus materials :** Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of

the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by Shree Narmada Khand Udhhyog having due regard to the conditions of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

**38. Right of employer to terminate contract in the event of death of Contractor or individual:** Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

Place:

Date:

Signature of Contractor

Name & address of the firm with Seal

## STANDARD AND APPROVED OF MATERIALS TO BE USED

Sr. No.	Item	Make
1.	Cement Opc:43 Grade Is 8112 Opc: 53 Grade Is 12269 Ppc: Is 455/ Is 1489	ORDINARY PORTLAND CEMENT CONFORMING TO IS: 269 (1989) OR APPROVED MAKE AS DECIDED BY EMPLOYER / CONSULTANT.  JK/ ACC/ AMBUJA / ULTRA TECH
2.	Coarse And Fine Aggregate	AS PER IS: 383. OR APPROVED MAKE AS DECIDED BY EMPLOYER / CONSULTANT.
3.	Reinforcement Tor Steel & Mild Steel Bars	AS PER IS: 2502/ IS: 2751/ IS: 1786 (1979) OR APPROVED MAKE AS DECIDED BY EMPLOYER / CONSULTANT.  TMT STEEL - TATA/ SAIL/ ET TMT
4.	Cement Paint	SNOWCEM / ASIAN PAINT / BERGER
5.	Ceramic Tiles(Glazed/Matt/Other)	NITCO / SPL / KAJARIA / HR JOHNSON
6.	Tile Grouts	LATICRETE / BAL ADHESIVE
7.	Paint( Emulsion/Distemper/ WP Cement Based)	ASIAN PAINT / NEROLAC / BERGER PAINT / I.C.I.
8.	A.C. Sheets (Asbestos Free)	EVEREST / CHARMINAR
9.	Rolling Shutters	SWASTIK / SARVODAYA / BHARAT/ SHIVAM/ MILESTONES/ RAMA/ APPROVED MAKE
10.	Fire Proof Doors	R.D.G. ENGINEERING / F.T.E./SHAKTI MAT-DOR
11.	Steel Windows	AGEW / SEN HARVIC/ DEVAS METAL
12.	PVC Water Stoppers	CALIPLAST/FIXOPAN
13.	Floor Hardener	FOSROC / J.B.ASSOCIATES /MBT / PIDILITE
14.	Floor Sealing	FOSROC / J.B.ASSOCIATES/ NINA
15.	Structural Steel	AS PER IS: 226 (1975)/ IS: 961 (1975)/ IS: 1977 (1975)/ IS: 2062 (1984)/ IS: 8500 (1977) OR APPROVED MAKE AS DECIDED BY EMPLOYER / ARCHITECT. JINDAL/ SAIL/ VIZAG/ TATA
16.	Light Gauge Cold Rolled 'Z' Section For Purlins & Cladding Runners	ADVANCE / PMC / NSL / TIGER / KIRBY
17.	Welding Rods	ADVANI / ESSAB
18.	Erection Nuts And Bolts	GKW / F.T. & N.B. LTD. / IS:1367./ HILTI / FISCHER
19.	All Sanitary Fittings Like W.C. Pan/ Wash Basin/ Urinals Etc.	HINDUSTAN SANITARY WARE / PARRY WARE
20.	All Plumbing Fixtures	JAQUAR(CHROME PLATED)/PLUMBER
21.	Glasses For Doors And Windows & Mirrors	MODI GUARD / SAINT GOBAIN / ASAHI
22.	Shuttering Plywood	ANCHOR / KITPLY / JAYSHREE / MANGALAM
23.	Anti-Termite Treatment	BAYER/ TRISUL/ NOCIL
24.	Aluminum Glazing And Windows	INDRAJIT ASSOCIATES / SUPREME / CRYSTAL
25.	Bricks	APPROVED LOCAL MAKE.
26.	Partition Board	NOVAPAN/ BISON/ GREENPLY
27.	Construction Chemical	FOSROC / PIDILITE / MBT
28.	P.V.C. Pipe	FINOLEX / PRINCE / SUPREME
29.	G.I. Pipe	TATA / JINDAL
30.	R.H.S. Sections	TATA/ JINDAL



Sr. No.	Item	Make
31.	False Ceiling Systems	ARMSTRONG/NITTOBO/INDIA GYPSUM/CELOTEX.
32.	Vinyl Floor	ARMSTRONG/ L G/ NITTOBO
33.	Sealant- Silicone/ Polysulphide	GE/ PIDILITE/ FOSROC/ JBASSOCIATES
34.	Epoxy Over Flooring	FOSROC/ SIKKA/CIPY
35.	Water Proofing Membrane - Bitumen Based	STP/ BITUMAT
36.	Non Shrink Grouts	FOSROC/ MBT
37.	Floor Hardeners	FOSROC/ MBT
38.	Bitumen	SHALIMAR TAR PRODUCTS/ MATHURA OIL REFINERY
39.	S.S. pipes	GRADE: SS 316-L
40.	TRAPS	AMUL STANDARD TRAPS
41.	Ceramic Tiles (Glazed / Matt / Others)	KAJARIA/ HR JOHNSON/MARBONITE/NITCO
42.	Laminates	NOVAPAN/ GREENPLY/ FORMICA
43.	Plywood	ASIS/ GREENPLY
44.	Terrazzo Tile	NITCO/SONA
45.	Free Access Flooring	UNITILE - UNITED ACCESS FLOORS P LTD/ TEJAS
46.	Paving Stones	UNISTONE OR EQUIVALENT
47.	Wax Polish	MANSION OR EQUIVALENT
48.	Sanitary Fixtures	HINDWARE/ PARRYWARE
49.	Urinal Sensors	SMS DEVICES / ADS/TOSHI
50.	Stainless Steel Hinges	CANON/ UNION
51.	Door Hardware / Closer	GEZE/ DORMA/ BRITON
52.	Locks And Handles	DORSET
53.	Anchor Fastener / Anchor Bolts	HILTI/ FISHER
54.	Corner Beads & Specials	ARPITHA OR EQUIVALENT
55.	Gypsum Partition & Gypsum Ceiling	INDIA GYPSUM
56.	Electrodes	ADVANI / ESSAB
57.	Mineral Fiber Ceiling System	ARMSTRONG/ NITTOBO/ INDIA GYPSUM/ CELOTEX
58.	H.T. Bolts	UNBRAKO
59.	Steel Doors (General Purpose)	UNBRAKO/SHAKTI MAT -DOR/
60.	Steel Doors (Fire Rated)	SHAKTI MET-DOR
61.	Aluminum Sections	JINDAL/ HINDALCO
62.	Rolling Shutter	SHIVAM/ MILESTONES/ RAMA
63.	Roof Sheeting & Sheet Cladding ( Substrate)	BHP/ BLUESCOPE/ SHREE PRECOATED
64.	Roof /Cladding System Manufacturer	SHREE PRECOATED / CRIL
65.	Glass Wool And Related Products/ Mineral Wool	UP-TWIGA/ OWENS CORNING/ LLOYDS
66.	Polycarbonate Sheets	GE PLASTICS / FLEXITUFF
67.	Self-Drilling Screws	HILTI/ BUILTEX
68.	Logo/ Signs/ Name Plates	SIGNAGE SYSTEMS INDIA

<b>Sr. No.</b>	<b>Item</b>	<b>Make</b>
69.	Pre - Engineered Building	KIRBY BUILDING / TIGER STEEL / INTERARCH / TATA BLUESCOPE
70.	MS Sliding Motorized Door	HEIDZ INDIA LTD./GANDHI AUTOMATION
71.	C P Fitting	JAQUAR-CONTINENTAL/CHROME PLATED
72.	G.I. Fitting And Valves	UNION/ZOOTO
73.	Stainless Steel Sink	NIRALI/ KINGSTONE/ NEELKANTH
74.	SAND	YELLOW SAND (BODELI)
75.	Gunmetal Valve (Full way Valve)	ZOOTO/LEADER
76.	C.I. Manhole Cover	RIF/B.C/KAJECO
77	Stone Were Pipe And Gully Traps	HIND/ PERFECT

**Factory / Consultant reserves the right to change or add or replace any other make shown in above table, vendor has to follow and implement that decision, no extra claim to be entertained.**