Name of Work: Provision of Modular/Semi Modular Kitchen Cabinet and Chimney (36 flats) at NABARD Abasan, RNC Road, Tangra, Kolkata-700015

NABARD WEST BENGAL REGIONAL OFFICE

Phone No.033-40879600

Last date of submission of Tender – 12.07.2021
NOTICE INVITING TENDER

Sealed tenders are invited from eligible Contractors for Provision of Modular/ Semi modular Kitchen Cabinet and Chimney at NABARD Abasan, RNC Road, Tangra, Kolkata-15

FORM OF TENDER

The Chief General Manager
NABARD, Regional Office,
Salt lake, Kolkata-700091

Place: 
Date :

Dear Sir,

Name of Work : Provision of Modular/ Semi modular Kitchen Cabinet and Chimney in 36 flats at NABARD Abasan, RNC Road, Tangra, Kolkata-15

Mode of Submission : Sealed tenders by hand in the tender box kept in NABARD Regional Office, at Ground floor, Plot No: 02, DP -Block, Sector-V, Salt Lake, Kolkata-700091. In exceptional case tenders/bid can be sent by email keeping in view the COVID-19 situation. In such cases Bank shall not be responsible for maintaining secrecy.

2. Having examined schedule of quantities relating to the work specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works/services specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with instructions/conditions in writing referred to in tender and in all other respects in accordance with such conditions so far as they may be applicable.

3. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable.

4. Details of the Firm/ Company/ Individual
   i. Name of our firm / Company / Individual :

   ii. Address of our firm / Company/ Individual :
iii. Telephone No.: ______________, Mobile No. ________________

iv. E-mail address ______________________________

v. a) Bank a/c no. is ______________ with _______________ Bank.

   b) Type of account: Current A/c OR Saving A/c ____________________________

   c) IFSC Code of bank branch: _______________________
      (For receiving payments against bills of works/services)

   (ii) Address of bank branch: ______________________________

5. The names of partners of our firm are (if applicable):
   (i)
   (ii)
   Name of the partner of the firm authorised to sign tender / agreement

   ______________________________
   (Specimen Signatures)
   OR
   Names of person having Power of Attorney to sign the contract.

   ______________________________
   (Specimen Signatures) (Certified true copy of the Power of Attorney should be attached)

   Yours faithfully

   Signature of Contractor/Authorised person

   (Signature and addresses of witnesses)

   (1)

   (2)
1. **Basic details:-**

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Provision of Modular/Semi modular Kitchen Cabinet and Chimney at NABARD Abasan, RNC Road, Tangra, Kolkata-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Document will be available</td>
<td>May be downloaded from website : nabard.org/tenders</td>
</tr>
<tr>
<td>Last date of Tender Submission</td>
<td>15.00 Hrs on <strong>12 July 2021</strong></td>
</tr>
<tr>
<td>Date &amp; time of Opening Tender</td>
<td>15.30 Hrs on 13 July’ 2021</td>
</tr>
<tr>
<td>Bid Validity</td>
<td>90 days from the date of opening of bid &amp; extendable by mutual consent</td>
</tr>
<tr>
<td>Integrity Pact signing</td>
<td>The quoted amount is likely to cross Rs 15.00 Lakh, hence Integrity Pact agreement is to be signed in standard format between the lowest/successful bidder and NABARD RO</td>
</tr>
</tbody>
</table>

2. In the event of this tender being accepted, I/We agree to execute the work required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of Rs 30,000/- (Rupees thirty thousand only) in the event of our refusal or delay in execution or fails to start the work within a period of 10 (Ten days) from the date of issue of Work Order.

3. I/We further agree to complete the work within **Four (04) months** from the 10th day of issue of work order by Bank.

4. I/We agree not to employ Sub-Contractors other than those that may be approved by you.

5. I/We agree to pay applicable GST and other taxes, levied by the Central/State/Local Government/body, as prevailing from time to time, on such items for which the same are leviable.

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

7. I/We submit the duly completed Tender Documents in the prescribed tender form in two separate envelopes as detailed in Notice Inviting Tender to the Chief General Manager, National Bank for Agriculture and Rural Development, West Bengal Regional Office, Plot No: 2, DP Block, Sector-V, Street No: 11, Salt Lake, Kolkata-91

Yours faithfully

Name and address of the contractor with seal

---

**Signature**

Place :

Date :
The Contractors who are registered with the Government/Semi-Government Undertaking/s/ Financial Institutions (GoI/SG) and have experience of executing the above said modular Kitchen works or similar type of Carpentry works in West Bengal state, may apply in the prescribed form for the purpose.

The contractors should meet the following minimum criteria:

1. The intending bidder should be registered firm in India, capable of carrying the subject work as stated above and have experience of similar works during the last 5 years.
2. The firm should be a profit making entity for the past 3 years and it’s annual Turn over during each of the last 3 years should be at least Rs 20.00 lakh.
3. The balance sheet and P/L A/c of the firm for the last 3 years ending 31.03.2021 shall be submitted along with the tender documents.
4. The firm should have done at least 03 similar works whose value is not less than Rs 16.00 lakh each or 02 similar works whose value is not less than Rs 20.00 lakh each or 01 similar work whose value is not less than Rs 32.00 lakh.
5. The firm should have proper infrastructure to execute the said work at RNC Road Tangra, Kolkata-15.

Note: The following documents should invariably be attached along with application in support of experience and financial capability:

i) Copies of Work orders, Completion Certificates in support of work experience.
ii) Copies of Balance Sheet and Profit & Loss statement for the previous three years (year ending March 2021), duly certified by a practicing Chartered Accountant, in support of Average Annual Turnover OR Banker’s Solvency Certificate in proof of having adequate financial standing.
iii) Documentary proof for complying the criteria for points 01 to 04 mentioned above.(Photo copy may be enclosed)

**SCOPE OF WORK :**

Supply and Installation of Modular/Semi Modular units (1) below the existing Kitchen Platform (drawer unit, Spice rack, shutters for sink & Cylinder and base module shutters with one storage shelf (2) Storage over head units-3 Nos on walls (4) Provision, installation, testing and commissioning of Chimney for exhaust of smoke, oil etc.

Removal and disposal of debris/rubbish packing materials generated out of the above work out of premises to safe permissible KMC limit.
## ANNEXURE – I

### Basic Information

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>Name of the Organisation</td>
</tr>
<tr>
<td>2</td>
<td>Type of the Organisation (Whether Sole proprietorship, Partnership, Private Limited, Limited or Co-operative Body, etc.)</td>
</tr>
<tr>
<td>3</td>
<td>Name of the Proprietor/Partners or Directors in the Organisation</td>
</tr>
<tr>
<td>4</td>
<td>Details of Registration (Firm, Company etc.) Registering Authority, Date, No: etc. Details of Labour License (if any) obtained from the Competent Authorities (a copy to be enclosed).</td>
</tr>
<tr>
<td>5</td>
<td>Experience in Modular Kitchen/Interior works</td>
</tr>
<tr>
<td>6</td>
<td>[In operation since (years)]</td>
</tr>
<tr>
<td>7</td>
<td>Experience in Modular Kitchen/Interior works</td>
</tr>
<tr>
<td>8</td>
<td>Details of Banker' Solvency Certificate (if any) &amp; Name &amp; Address of the Bankers</td>
</tr>
<tr>
<td>9</td>
<td>Permanent Account Number (PAN) of the proprietor/Partnership firm/Private Limited/Limited or Co-operative Body (copy of PAN to be attached)</td>
</tr>
</tbody>
</table>
| 10 | Details of Registrations, if any, with  
(i) GST  
(ii) Sales Tax Authority (TIN/VAT)  
(iii) Registration with ESIC  
(iv) Registration with EPFO  
Enclose copies of relevant documents in support |
| 11 | Annual turnover during the last three years. |

2018-19 `.
2020-21 `.
<table>
<thead>
<tr>
<th></th>
<th>I. Registered Office address,</th>
</tr>
</thead>
<tbody>
<tr>
<td>II.</td>
<td>Contact number (Landline &amp; Mobile)</td>
</tr>
<tr>
<td>III.</td>
<td>Fax number</td>
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<tr>
<td>IV.</td>
<td>E-mail id</td>
</tr>
<tr>
<td>V.</td>
<td>Website address (if any)</td>
</tr>
<tr>
<td>VI.</td>
<td>Office Address through which the work will be handled and the name of the Officer-in-Charge/Top Executive</td>
</tr>
</tbody>
</table>

|   | Whether working with any of the Govt./ Semi Govt. Undertakings/ PSU/ Financial Institution as approved contractors and if so, furnish details thereof |

|   | Whether any technical personnel are employed in the Organisation and if so, give details of their experience, qualification, etc. |

|   | Indicate if involved in any litigation at present in similar type of contracts: |
|   | Any Civil suit arisen in the contracts of works executed. If any, please give brief details. |

|   | Number of supplementary sheets attached to Annexure-III. |

Place:
Date:  
Signature of the Applicant
**ANNEXURE-II**  
**Previous Experience**

1. List of important similar works executed by the Organisation during the last 5 years:

<table>
<thead>
<tr>
<th>Name of the Work</th>
<th>Name and address of the owner (Govt. or Semi-Govt/ Bank/ Public Sector organisation)</th>
<th>Nature &amp; type of Works (in brief)</th>
<th>Location</th>
<th>The name &amp; full address/contact number of the Officer under whom the work was carried out</th>
<th>Amount tendered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>6</td>
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</tr>
</tbody>
</table>

Duration / Completion

<table>
<thead>
<tr>
<th>Stipulated time</th>
<th>Actual time taken</th>
<th>State whether work was left incomplete, or contract was terminated by either side, giving details thereof</th>
<th>Work completion certificate to be enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>8</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>List may be attached.</td>
<td></td>
</tr>
</tbody>
</table>

2. List of important similar works on hand each worth Rs. 16.00 Lakh and above.

<table>
<thead>
<tr>
<th>Name of the Work</th>
<th>Name of the owner (Govt. or Semi-Govt/ Bank/ Public Sector organisation)</th>
<th>Nature &amp; type of Works (in brief)</th>
<th>Location</th>
<th>Amount tendered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

Time stipulated for completion

<table>
<thead>
<tr>
<th>Present stage of work</th>
<th>Copies work order / LOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>7</td>
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<tr>
<td>8</td>
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</tbody>
</table>

List may be attached.

Place :

Date :

Signature of the Applicant.
**ANNEXURE-III**  
**Technical and Skilled Personnel**  
Name and other details of Technical and skilled Personnel in your employment:

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualification</th>
<th>Experience</th>
<th>Name of work handled</th>
<th>No. of years employed in your organisation</th>
<th>Value of works handled</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

List may be attached.

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

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

Number of supplementary sheets attached to Annexure

Place:

Date:

Signature of the Applicant.
## ANNEXURE-IV

### Details of Bank Account

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Account Holder</td>
<td></td>
</tr>
<tr>
<td>Address of firm</td>
<td></td>
</tr>
<tr>
<td>Name of Bank Branch and Address</td>
<td></td>
</tr>
<tr>
<td>Bank Code &amp; Branch Code</td>
<td></td>
</tr>
<tr>
<td>IFSC Code of Bank Branch</td>
<td></td>
</tr>
<tr>
<td>Type of Account (Saving / Current / Cash Credit)</td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>PAN of firm</td>
<td></td>
</tr>
</tbody>
</table>

Place :

Date :

Signature of the Applicant.
INSTRUCTIONS TO BIDDER

1.0 LOCATION
1.1 The site is at NABARD Staff Quarters, 51/1, RNC Road, Tangra, Kolkata-15
Five Storeyed Building with 82 Flats (B1, B2, B3 and C-Types) and approximately 40% are occupied. Work is to be done in B2-20 Flats, B3-10 Flats and C-type-16 flats- total 36 Flats.

1.2 Bidders must get acquainted with the proposed and other conditions carefully before tendering. No request of any change in rates or conditions for want of information on any particular issue shall be entertained after receipt of tenders.

1.3 Site Visit
The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the building and inspect the site of the work to know the nature and extent of work and acquaint himself with all local laws, regulations and practice.
1.4 Most the flats where the works are to be done are occupied by our officers/staff and hence 1-2 Flats will be made available at a time which should be completed promptly to get the next lot. Sometimes the Contractor/vendor may have to wait for availability of flats to execute the work keeping in view the convenience of the occupants and Corona pandemic. Hence the rates quoted should take into account and include for such time lag cost etc.

2.0 SUBMISSION OF TENDER

2.1 The Sealed tenders in the prescribed tender form in two separate envelopes:

Envelope No.1 – To contain –
(a) Part-I of tender document duly filled up in all respect (form of Tender, General Conditions of Contract, Special Conditions /Instructions to the Contractors, Terms and conditions, Technical specifications etc )
(b) Earnest Money – Rs 30,000/- in the form of DD / Pay order).
(c) Power of attorney authorising the persons to sign the tender.

Envelope No 2 - To contain - (only) Part II - Duly Priced Schedule of Quantities completed in all respect and the sketches duly signed. (BoQ for Price bid)
This shall not include any conditions whatsoever. In case any conditions are included in Envelope No.2, the same shall not be taken into consideration. The tender in such cases is liable to be rejected.
The envelope No: 1 and 2 are then to be kept in a separate big envelope.
This big sealed envelope containing Tender Documents shall be super scribed as “Tender for Provision of Modular/Semi Modular Kitchen Cabinet and Chimney in 36 flats at 51/1 RNC Road, Tangra, Kolkata-15 and may be submitted/dropped in tender box at NABARD Salt Lake office.

2.3 Bidders are requested to quote strictly as per the terms and conditions, specifications, standards, given in the tender document and not to stipulate any deviations. However, deviations, if unavoidable, should be indicated separately in Envelope No - 1, indicating the specific page number and clause number against which the Deviations if any are proposed.

2.4 Addenda to this tender document, if issued, must be signed and submitted along with the tender document. The bidder should write clearly the revised quantities in "Schedule of Rates" of Tender document and should price the work based on the
revised quantities when amendment for quantities are issued in addenda.

2.5 All Pages to be initialed
All pages of tender documents shall be initialed at the lower left hand corner or signed wherever required in the tender papers by the bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before submission of tender.
(A letter authorizing the signatory should accompany the tender).

2.6 Rates to be in Figures and Words
The bidder should quote in English both in figures as well as in words, the rates and amounts tendered by him in the Schedule of Quantities for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items, both in figures and words. The tendered amount for the work shall be entered in the tender and duly signed by the bidder. If on check there are differences between the rates quoted by the bidder in words and in figures or in the amount quoted by him, the following procedure shall be followed:
 i) When there is a difference between the rates in figure and in words, the rates which correspond to the amount worked out by the bidder shall be taken as correct.
 ii) When the amount of the item is not worked out by the bidder or it does not correspond with the rate written either in figure or in words, then the rate quoted by the bidder in words shall be taken as correct.

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

2.7 Corrections and Erasures
All corrections, and alterations in the entries of tender papers should be signed and dated in full by the bidder. Corrections with fluid and overwriting are not permitted.

2.8. The tender shall contain the names, residence and place of business of person or persons making the tender and shall be signed by the bidder with his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by Corporation shall be signed by an authorized representative, and a Power of Attorney or any proof of Attorney on their behalf shall accompany the tender (Envelope 1). A copy of the partnership deed of the firm with names of all partners shall be furnished.

THE LANGUAGE FOR SUBMISSION OF TENDER WILL BE ENGLISH.

3.0 Witness
Witness and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

4. Subletting of works: Subletting of any part of works is not allowed. The defect liability period will consists of Modular Kitchen storage provided and the Chimneys etc. Free repair of Chimneys has to be arranged by the Contractor and not by the Chimney manufacturer or dealer for period of one year..

5.0 EARNEST MONEY
The bidder must pay the amount of Earnest Money Deposit of Rs 30,000/- as mentioned in clause 1 of Form of Tender. Earnest Money Deposited by Tenderers will not
carry any interest.
(a) The EMD (earnest money) of unsuccessful contractors/bidders will be returned/paid back without any interest within a reasonable time/ after the decision to award the work is taken by the competent authority.
(b) The Earnest Money Deposit paid by the successful bidder when he submitted his tender shall be held by NABARD as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit for the period of contract. The Earnest Money deposit shall be forfeited in case the successful bidder fails to commence the work awarded to him within the prescribed time limit or fails to execute the work within the stipulated/extended time.
(c) The tenderers must submit Earnest Money with the Tender, failing which tender will not be considered.

6.0 VALIDITY: Tenders submitted by bidders shall remain valid for acceptance for a period of 03 Months. The bidders shall not be entitled during the period of validity, without the consent in writing of NABARD to revoke or cancel his tender or to vary the tender given or any terms and conditions thereof.

7.0 RIGHT TO ACCEPT OR REJECT TENDER

7.1 The acceptance of a tender will rest with the NABARD who do not bind themselves to accept the lowest tender and reserve to themselves authority to reject any or all the tenders received without assigning any reasons. They also reserve the right of accepting the whole or any part of the tender and the Bidders shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed by the bidder are liable to be rejected.

7.2 The job may be awarded to one or more agencies duly splitting the work at the entire discretion of the NABARD. The quoted rate shall hold good for such an eventuality.

8.0 TIME SCHEDULE

The time allowed to complete the work shall be as per Clause 3 - Form of Tender.

9.0 LIQUIDATED DAMAGES FOR DELAYED COMPLETION

Liquidated Damages for delay shall be 0.25% (Zero point two five percent) of the accepted cost of tender per fortnight beyond the scheduled date of completion subject to a maximum of 5% (Five percent only) of the accepted cost of tender.

10. RATES

Bank is not concerned with any rise or fall in the prices of any materials. The rates quoted shall be firm and include all costs, allowances, taxes or any other charges including enhanced labour rates etc., which may be enacted from time to time by the State or the Central Government. Under no circumstances shall Client (NABARD) be held responsible for compensation or loss to contractor due to any increase in the cost of labour or material etc.
11. **USE OF ELECTRICITY**

*Source of Electricity*: Electricity will be made available to the contractor at available point in Flats for the work free of charge. They have to make arrangement for use at the appropriate point/site.

12. **Contractor’s representative**: On acceptance of the tender, the name of the Accredited representative of the Contractor, who would be responsible for taking instructions from the Bank's officials, shall be communicated to NABARD.

13. **RETENTION MONEY**

5% of the value of the work done will be deducted by NABARD from each Bill/ payment to be made to the Contractor towards Retention Money until the Retention Money and EMD together amounts to 5% of the accepted value of tender. This total amount will be termed as Security Deposit. This Retention Money/Security Deposit so deducted/collection will carry no interest. The RMD so kept shall be refunded after the successful completion of defect liability period of one year from the date of completion of the work.

All compensation or other sums of the money payable by the Contractor to the NABARD under the terms of this contract may without prejudice to the Employer’s rights under Law be deducted from the Security Deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted, failing which the NABARD shall be entitled to deduct the same from any money due to the Contractor.

Place:

Date:

Signature and seal of the applicant/ Contractor
GENERAL CONDITIONS OF CONTRACT

1. Interpretations
In construing these conditions and the specifications, Schedule of Quantities, Instructions to bidders, the following words, shall have the meanings herein assigned to them except where the subject or context otherwise requires:

a) "Owner"/"Employer"/"Client" shall mean NATIONAL BANK FOR AGRICULTURAL AND RURAL DEVELOPMENT (NABARD) with its Head Office at Plot No:C-24, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400051 and Regional Office at DP-2, Sector-V, Salt Lake, Kolkata-91 and shall include their heirs, legal representatives, assignees and successors.
b) “Bank’s Officials” shall mean Officer/Staff of NABARD authorized by the Regional Office, NABARD, Kolkata to supervise and monitor the progress of the said work.
c) "Contractors" shall mean the person, or persons, firm or company whose tender has been accepted by the Owner and shall include his/their heirs, and legal representatives, and the permitted assigns.
d) "Works" shall mean the works to be executed and recorded in accordance with the Contract and include all extra or additional or altered or substituted works as required and recorded for the performance of the Contract and "Site" shall mean the flats/Stairs/lobby/terrace/building and other places on which the works are to be executed or carried out or places provided by the NABARD for the purposes of the Contract.
e) "Contract Documents" shall include the Notice Inviting Tenders, the General Conditions of Contract, Special Conditions of Contract, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements and description pertaining to the work. All sections of this Contract Document are to be read together.
f) "Notice in Writing" or written notice shall mean a notice in written, typed or printed characters or email, sent proved to have been received by registered post/mentioned email 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/email it would have been delivered.
g) "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
h) "Virtual Completion" shall mean that the works are in the opinion of the Bank complete, site cleaned and fit for occupation and usage.
i) Words importing persons include firms and Corporation: Words importing the singular only also include the plural and vice versa where the context requires. Headings and marginal notes to these conditions shall not be deemed to form a part there of or be taken into consideration in the interpretation or construction thereof or of the contract.

2. SCOPE OF CONTRACT

The scope of work is described in Schedule of Quantity (BOQ) of Contract and briefly described under the heading “Scope of Work/Specification”. The Contractor shall carry out and complete the said works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank’s Official. The Bank’s Official may in their absolute discretion and from time to time issue further written instructions, details,
directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to:

a. The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.

b. Any discrepancy in or divergence between the instructions/directions or between the Schedule of quantities and/or description and/or specifications.

c. The removal from the site of any material brought thereon by the Contractor and the substitutions of any other materials thereof.

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

e. The postponement of any work to be executed under the provisions of this Contract.

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

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

h. The amending and making good of any defects.

i. The employer shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.

j. It shall be contractor's responsibility to maintain the installation done by him during the Defects Liability Period without any extra cost.

k. Samples for Approval: Contractor, before supply of material should show the samples of all the materials to the bank’s Officials and get it approved. Besides, all materials before installations shall be got approved from the Bank's Officials.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Officials instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Bank’s Officials shall be, if involving a variation, be confirmed in writing by the Contractor within 7 working days, and if not dissented from in writing within a further 7 days by the Bank’s Officials such shall be deemed to be the Bank’s Officials instructions within the scope of the contract. Where extra work cannot properly be measured and valued, the contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the Bank’s Officials and the materials deployed, shall be delivered for verification to the Bank’s Officials not later than the end of the week following that in which the work has been executed.

If the contractor fails to comply with Bank’s Officials instructions within a fortnight after the written notice from the Bank's Officials requiring compliance with such instructions, the Bank through the Bank’s Officials may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

Instruction to the Contractor shall be generally issued through Bank’s Officials. However, Bank’s Officials or client for the sake of urgency as a result of inspection may issue some instructions directly with the knowledge of the Bank’s Officials who should ratify the same properly.
3  **SCHEDULE OF QUANTITIES**

The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Bank’s Officials and shall be considered to be approximate and no liability shall attach to the Bank’s Officials for any error that may be discovered therein. The quantities may vary to some extent and the payment will be made on the basis of actual works executed and provided.

4.  **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 Schedule of Rates and prices, which rates and Prices all cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

5.  **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the description or between the Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Employer, who shall decide which shall be followed, and their decision shall be final and binding on all parties.

The Contractors will supply, fix and maintain at his cost during the execution of any works, all the necessary scaffolding, ladder, staging, timbering, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, pavement, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things.

The Contractor shall pull down and remove any or all such scaffolding, ladder, equipments, balance materials after completing his work as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the NABARD.

6.  **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES**

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Bank’s Officials written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions, Regulations or Bye-laws in question.

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

The Contractor shall indemnify the NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Bank’s Officials, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

7. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank’s Officials / NABARD’s instructions and the Contractor shall upon the request of the Bank’s Officials furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank’s Officials (NABARD) may require. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank’s Officials (NABARD) shall decide whether the same is unobtainable in fact. If the Bank’s Officials (NABARD) shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

8. SETTING OUT

The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Bank’s officials. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost, rectify such error if called upon, to the satisfaction of the Bank’s officials. The work shall from time to time be inspected by the Bank’s Officials and/or his representatives but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.

9. CONTRACTOR’S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank’s Officials may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Bank’s Officials or his representative whenever required if demanded by Bank’s Officials.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient Supervisor, approved by the Bank’s Officials and
who must thoroughly understand all the traces entailed and be constantly in attendance, while the men are at work. Any directions, explanations, instructions or notices given by the Bank’s Officials to such Engineer/Supervisor shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer/Supervisor shall be thoroughly conversant with the English/Hindi Language.

10 DISMISSAL OF WORKMEN
The Contractor shall on the request of the Bank’s Officials immediately dismiss from the works any person Employed thereon who may, in the opinion of the Bank’s Officials, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Bank’s Officials.

11. ACCESS TO WORKS
The Bank’s Officials and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, factories or other places where materials are being prepared or fabricated for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank’s official and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank’s official or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place other than the site of the works, the Contractor shall obtain the written permission of the Bank’s Officials for doing so.

12. MEASUREMENT OF WORKS
The Bank’s Officials may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Engineer/supervisor to assist the Bank’s Officials or their representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such agent, then the measurements taken by the Bank’s Officials or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the annexed general specifications. The measurement shall wherever not mentioned in the tender be taken in accordance with the Indian Standard of "Method of Measurement of Building Works (I.S. 1200 Part- B and its latest revision if any”). The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

13. PRICES FOR EXTRAS ETC. ASCERTAINMENT OF
Should it be found after the completion of the works from measurements taken in accordance with the previous paragraph that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced Schedule of Quantities and/or that any variation is made, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:-
i) The net rates or prices in the original Tender shall determine the valuation of the extra work where extra work is of a similar character and executed under similar conditions as the work priced therein.

ii) The net rates or prices in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of
works are carried out, the prices for the same shall be valued under (iii) hereof.

(iii) Where the extra works are not of similar character and/or not executed under similar condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's Officials, the net rate or price contain in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Officials shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent (15%) towards contractor's overhead and profits, which shall be final and binding on the contractor. The rate analysis to be approved by the Bank before finalization of such rates. No escalation shall be entertained on the extra or deviated items.

The measurement and valuation in respect of the Final Contract as executed shall be completed within the "Period of Final Measurement" or within 3 (three) months of the completion of the Contracted works as defined under Clause No.20 (Certificate of Virtual Completion).

14. REMOVAL OF IMPROPER WORK AND MATERIALS

The Bank’s Officials 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 as may be specified in the order, of any materials which, in the opinion of the Bank’s Officials are not in accordance with the specifications or the instructions of the Bank’s Officials and the substitution of proper materials and the removal and proper re-execution of any such work which has been executed with materials or workmanship, not in accordance with the Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the NABARD shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the NABARD or may be deducted by the Bank’s Officials from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Bank’s Officials in consultation with the Bank’s Senior officials may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damages to the NABARD, as may be reasonable.

15. DEFECTS AFTER COMPLETION

Any defect like cracks, hinge rust, peeling off, vibration, Chimney non functional, Chimney choke or other faults which may appear within the "Defects Liability Period” stated in the Appendix hereto or if none stated, then for a period of 12 months after the Virtual Completion of the work and responsibility for making good at their own cost of the latent/patent imperfections or defect becoming apparent during this period arising in the opinion of the Bank’s Officials from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Bank’s Officials, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Bank’s Officials in consultation with the
NABARD/Senior officials shall decide that he ought to be paid for such amending and making good and in case of default the NABARD may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the NABARD or may be deducted by the NABARD upon the Bank’s Officials Certificate in writing from any moneys 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 Bank’s Officials, equivalent to the cost of amending such works, and in the event the amount retained under Clause 30 (Certificate and Payments) being insufficient, recover the balance from the Contractor.

**DELAY AND EXTENSION OF TIME**

If in the opinion of the Bank’s Officials the works be delayed
a) by force majeure or
b) by reason of any exceptionally inclement weather or
c) by reason of proceedings taken or threatened by the dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor’s own default or
d) by the works or delays of other Contractors or tradesmen engaged or nominated by the Bank’s Officials and not referred to in the Schedule of Quantities and/or Specifications or
e) by reason of Bank’s Engineer instructions, or
f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
g) in consequence of the Contractor not having in due time necessary instructions from the Bank’s Officials for which he shall have specifically applied in writing, ahead of time, giving the Bank’s Officials reasonable time to prepare such instructions, the Bank’s Officials shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Bank’s Officials, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank’s Officials to proceed with the work. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works.

17. **Keeping Site Clean**

The contractor shall at all times keep the Site clean and shall dispose of all rubbish, packaging materials and offensive material in a manner as per local KMC requirements immediately after the completion of the work and as approved by the Bank’s Officials.

18. **Avoidance of Nuisance**

The Contractor shall take all necessary precautions in reducing noise of dismantling, tools and tackles by means of mufflers, silencers, screens, etc. Work liable to create dust shall be well wetted before being executed. All the flats are occupied hence the occupants may not be put to any undue inconvenience while execution of the work. Flats will be made available at the convenience of the occupants.

The work shall be carried out strictly in accordance with the time schedule and other instructions given by the Bank’s Officials taking care to cause minimum amount of noise, dust and other nuisance at the site. Daily cleaning of dust/rubbish in the kitchen
has to be done after the days work.

19 Mobilization Advance

No mobilization advance will be given to the Contractor. However RA bill as stipulated will be allowed after completion of sizeable quantity of finished work.

20 Terms of Payment

100% of the unit rates shall be paid in the Running bill, against installation/completion of the item and successful tests as prescribed are carried out and recorded progressively and to the satisfaction of the Bank’s Officials after successful obtaining approvals from all concerned authorities as required for usage of the system. The RA bill should not be less than Rs 9.00 lakh except in the final bill which will be the balance amount of the total work less the amounts paid in RA bills.

a) Retention money- 5% of the RA bill will be deducted each time.

b) Applicable taxes-GST will be added and TDS @ 2%, CGST-TDS@1% and SGST-TDS@1% shall be deducted from the bills of the contractor.

DECLARATION BY THE CONTRACTOR

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

Seal and Signature of the contractor

Place :
Date : 
SPECIAL CONDITIONS/ INSTRUCTIONS TO CONTRACTORS

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

2) The rates quoted in the tender shall include all charges for scaffolding, ladder, hire charges for any tools and plants, marking out and clearing of site as mentioned in the specification. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates applicable taxes and duty or other levy levied by the Central Government or any State Government or Local authority.

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

4) The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in relevant clause of the Conditions of Contract. The tenderer shall, before commencing work, prepare a detailed work programme. For any reasons beyond the control of the contractor, the extension of time will be granted by NABARD to the contractor subject to its genuineness/reasonability. For such extended time period also the rates will remain constant at the quoted rates and no escalation will be payable to the contractor. The Contractor may keep this aspect also in mind while quoting the rates.

5) Tenders will be considered only from bonafide eligible contractors.

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

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

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

9) **CONTRACTOR'S LIABILITY AND INSURANCE:**

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

**Explanation**

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

(b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this contract, increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses (a) above. All the premia shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the NABARD and the Contractor, The NABARD's name being mentioned first in the policies and the Contractor should deposit with the NABARDr the said policy or policies before commencing the work at site. All money payable by the insurers under such policy or policies shall be recovered by the NABARD and shall be paid to the Contractor or any other agency of NABARD's choice in installments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may
be.
(c) If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the NABARD or, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.
(d) The contractor shall indemnify and keep indemnified the NABARD against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer’s Liability Act 1938, Workmen’s Compensation Act 1923, the Maternity Benefit Act 1961, Kolkata Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee’s State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the NABARD or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.
(e) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub-Contractor. For this purpose an insurance shall be taken by the contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen’s Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman’s Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub-Contractor/ nominated sub-Contractors, may be in their Employer’s names of the Contractors/sub-Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the NABARD. The Contractor shall at all-time indemnify and keep indemnified the NABARD against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and
against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.

(f) The Contractor shall provide the NABARD with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the expiry of defects liability period.

(g) The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors or nominated Contractors, if any, and shall be responsible for any claim or loss resulting from their failure of the sub-contractor or nominated contractors to obtain adequate insurance protection in connection thereof. While taking the insurance policies, contractor should indicate clearly to the insurance companies that policies issued shall cover their sub- contractors and nominated sub- contractors also.

(h) If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the NABARD may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the NABARD from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

(i) All insurance to be effected by the Contractor, and/or his sub- Contractors, or nominated sub- Contractors, if any shall be taken only with any of the Nationalized Insurance Companies approved by the NABARD.

(j) We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD’s pro forma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.

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

Signature of tenderer

Place : Kolkata

Date :

Witness :

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