

**PART - I**

**TENDER DOCUMENT FOR**  
**Repair of Boundary Wall and Concertina Coil Fencing**  
**in NABARD Officers' Colony**

**AT**  
**SECTOR- A, SHAHPURA, BHOPAL**



**Department of Premises, Security and Procurement**  
**National Bank for Agriculture and Rural Development**  
**Madhya Pradesh Regional Office**  
**Bhopal**

M/s.

Dear Sirs,

**NOTICE INVITING TENDER – REPAIRING OF BOUNDARY WALL AND CONCERTINA COIL FENCING – NABARD OFFICERS’ COLONY, SECTOR A, SHAHPURA, BHOPAL**

We invite you to tender for the captioned work. The Tender Document is enclosed. Your bid in sealed cover in the prescribed tender form in **two separate envelopes** should be submitted to the Chief General Manager, National Bank for Agriculture & Rural Development, Regional Office, at E-5, Arera Colony, Ravishankar Nagar, P.O. Box No. 513, Bhopal – 462016. It should be superscribed "**REPAIRING OF BOUNDARY WALL AND CONCERTINA COIL FENCING – NABARD OFFICERS’ COLONY, SECTOR A, SHAHPURA, BHOPAL**" and submitted to the above office not later than **15.00 Hours on 22-8-2016**. The late tenders shall not be accepted.

Application for tender document shall be accompanied by a DD/ Pay Order of **Rs. 500/-** (Rupees Five hundred only) payable to NABARD, BHOPAL towards the cost of tender document. The tender documents requested for will be issued by Hand on payment of the aforesaid sum which will not be refunded under any circumstances. The tender document can be obtained from the DPSP, NABARD, Madhya Pradesh Regional Office, Bhopal during working hours only. The tender documents can also be **downloaded** from NABARD’s web site [www.nabard.org](http://www.nabard.org). In case the tender document is downloaded from NABARD’s website, the tenderer will have to deposit the tender cost of Rs.500.00 only (Rs. Five Hundred only) in the form of DD / Pay order payable to NABARD, BHOPAL. No other mode of payment is acceptable.

**Envelope No.1 - To contain**

- a) **All the credentials and supporting documents required for evaluation of the firm.**
- b) Earnest Money Deposit.
- c) Volume I of Tender Document duly filled in.

**Envelope No 2 - To contain**

Volume II - Duly Priced Schedule of Quantities completed in all respect.

***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 tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

Prebid and site visit will be on 11-8-2016 at 1500 hours. The Envelope-I of tender will be opened on **22-8-2016** at 16.00 hours in the presence of the tenderers or their authorized representatives who choose to be present.

After opening of the Envelope No.1 and **assessing the Conditions of the tenders**, the Employer will, if they so decide, inform all the tenderers regarding any modifications in the tender conditions. Bidders who agree to the changed conditions along with original in TOTO will be allowed to make modifications if they so wish, in their tender prices by means of a letter to be submitted in sealed cover which along with their price bid, will form the final price bid. The tender will be rejected if any bidder proposes any deviation from the tender condition in above letter.

The bidder should quote for all the sections of the tender/price bid. **The Envelope No.2 shall be opened only in respect of those eligible bidders** who after discussion bring their tenders in line with the requirements of tender document and are, acceptable to the Employer. **The eligibility criteria for the intending bidders are indicated elsewhere in the tender document and you are requested to enclose all the relevant credentials as proof to satisfy eligibility criteria.** The decision of the Employer in this regard shall be binding on the bidders and not open to question or appeals. The date and time of opening of Envelope No.2 shall be intimated after opening of Envelope No.1.

NABARD reserves the right to accept or reject any Tender, either in whole or in part without assigning any reasons for doing so and is not bound to accept the lowest or any Tender. NABARD also reserves the right to negotiate or partly accept any Tender or all Tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NABARD for negotiation, etc., if required.

Tenders which do not fulfill all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions are liable to be rejected.

Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the Chief General Manager, MPRO, NABARD who will review the questions and if it is felt that the information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.

NABARD also reserves the right to divide and distribute the work to more than one Contractor at its sole discretion.

The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also of the following points.

- (a) Validity of offer should be 120 days from the date of opening of price bids.
- (b) The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, engaged by him.

The tenderer shall enclose a Demand Draft amounting to Rs.31500/- (Rupees Thirty one thousand five hundred only) drawn on any Nationalized / Scheduled Bank payable at Bhopal in favour of NABARD towards Earnest Money Deposit (EMD), failing which, the Tender shall be rejected. The EMD will not bear any interest. The successful tenderer will be issued with Work Order from NABARD and should commence the work immediately.

Retention money @ 5% will be deducted from each RA/Final bill of the contractor. This retention money will be released at the end of successful completion of the defect and liability period of 12

months from the date of settlement of the final bill. The initial EMD amount shall be adjusted against the RMD.

This Notice Inviting Tender (NIT) shall also form part of the Tender Document. The successful tenderer will enter into an **agreement with NABARD** as per the standard format within 14 days on receipt of Letter of Acceptance of tender from NABARD. **No labour hutments** shall be allowed inside the colony campus.

Thanking you,

**YOURS FAITHFULLY,**

**Asst. General Manager**

# FORM OF TENDER (Declaration by the bidder)

Place :

Date :

The Chief General Manager  
National Bank for Agriculture  
and Rural Development  
Regional Office,  
E-5, Arera Colony,  
Ravishankar Nagar, P.O. Box No. 513,  
Bhopal – 462016

Dear Sir,

Sub : REPAIRING OF BOUNDARY WALL AND CONCERTINA COIL FENCING – NABARD OFFICERS' COLONY, SECTOR A, SHAHPURA, BHOPAL

I/ We having examined the conditions of contract, specifications and schedule of quantities, and having satisfied myself/ourselves as to the location of the site conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items of the schedule of quantities and in accordance 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.

Our Bankers are :-

Address \_\_\_\_\_ of \_\_\_\_\_ the  
firm \_\_\_\_\_

Tel. No : \_\_\_\_\_

Fax: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

The names of the Partners of our firmi) \_\_\_\_\_  
are ii) \_\_\_\_\_

Name of the partner of the firmi) \_\_\_\_\_  
authorized to sign ii) \_\_\_\_\_

Name of the persons with power ofi) \_\_\_\_\_  
Attorney to sign the contract ii) \_\_\_\_\_

I/We herewith deposit Rs.31500/- (Rupees Thirty one thousand five hundred only) by Demand Draft of Nationalised Bank (issued by a Scheduled Bank) drawn in favour of National Bank for Agriculture and Rural Development, payable at BHOPAL as Earnest Money OR submit a Bank Guarantee of the equal amount as per the format enclosed for the due execution of the works at my/our tendered rates, together with any variations in prices approved by the employer.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary Agreement required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of Rs.31500/- (Rupees Thirty one thousand five hundred only) in the event of our refusal or delay in signing the Contract Agreement.

I/We further agree to complete the work **within 100 days** from the day of issue of work order by Bank (including monsoon month if any).

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

I/We agree to pay Sales /service Tax, VAT, Income Tax, Work Contract Tax, Octroi, duties, levied by the government, as prevailing from time to time, on such items for which the same are leviable , and the rates quoted by me/us are inclusive of the same.

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

I/We agree that validity of offer shall be for 120 days from the date of opening of Envelope No.2.

8. 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, Regional Office, E-5, Arera Colony, Ravishankar Nagar, P.O. Box No. 513, Bhopal – 462016.

Thanking you,

Place :

Yours faithfully

Date :

Name and Address of the Tenderer

(Signature of the Tenderer)

Name and Seal

**ELIGIBILITY CRITERIA FOR THE INTENDING BIDDER FOR OPENING OF FINANCIAL BID**

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 7 years.
2. The firm should be a profit making entity for the past 3 years and its annual turnover during each of the last 3 years should be at least Rs 4.75 lakh and
3. The firm should have done at least 3 similar works whose value is not less than Rs 6.50 lakh or 2 similar works whose value is not less than Rs 8.00 lakh or 1 similar work whose value is not less than Rs 12.75 lakh.
4. The firm should have proper infrastructure to execute the said work at Bhopal.
5. The balance sheet and P/L A/c of the firm for the last 3 years shall be submitted along with the tender.

(PLEASE SUBMIT THE VALID CREDENTIALS AS PROOF FOR THE ABOVE)

## **INSTRUCTIONS TO BIDDERS**

### 1.0 **LOCATION**

1.1 The site is at NABARD Officers' Colony, Sector-A, Shahpura, Bhopal.

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 **Prebid and 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 drawings and inspect the site of the work and acquaint himself with all local laws, regulations and practice.

## 2.0 **SUBMISSION OF TENDER**

2.1 The Sealed tenders in the prescribed tender form in two separate envelopes should be submitted to the Chief General Manager, National Bank for Agriculture & Rural Development, Regional Office, BHOPAL as described below:

Envelope No.1 - To contain

- a) Earnest Money Deposit and various Credentials.
- b) Volume -I of the tender

Envelope No 2 - To contain -

Volume II - Duly Priced Schedule of Quantities completed in all respect.

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 sealed envelopes containing Tender Documents shall be super scribed as

**“Tender for Repair to Boundary Wall and Concertina Coil Fencing at NABARD Officers' Colony, Sector- A, Shahpura, Bhopal”** and submitted to the above office as given in NIT.

2.2 The tenderer shall sign each page of the tender document.

2.3 You 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 signatures in tender documents shall be dated as well. All pages of tender documents shall be initialed at the lower 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.
- lii) 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 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.

## 4.0 **TRANSFER OF TENDER DOCUMENTS**

Transfer of tender documents purchased by one intending bidder to another is not permitted.

5.0 **EARNEST MONEY**

5.1 (a) The bidder must pay the amount of Earnest Money Deposit as mentioned in clause 2 of Form of Tender. Earnest Money Deposited by Tenderers will not carry any interest.

(b) The Earnest Money Deposit paid by the successful bidder when he submitted his tender shall be held by Employer as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit. 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 agreement as per clause-12.

5.2 The tenderers must submit Earnest Money with the Tender, failing which tender will not be considered.

5.3 The E.M.D. of the unsuccessful bidders will be refunded within a reasonable period of time without any interest.

5.4 The E.M.D. deposited by successful bidder(s) will be retained towards the security deposit for the fulfillment of the contract but shall be forfeited if the bidder fails to start the work within a period of twenty-one days from the date of issue of Work Order.

6.0 **VALIDITY**

Tenders submitted by bidders shall remain valid for acceptance for 120 days from the date of opening of the Price Bids. The bidders shall not be entitled during the period of validity, without the consent in writing of Consultant / Employer to revoke or cancel his tender or to vary the tender given or any terms thereof.

7.0 **RIGHT TO ACCEPT OR REJECT TENDER**

7.1 The acceptance of a tender will rest with the Employer 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 and dated 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 Consultant / Employer/Client. The quoted rate shall hold good for such an eventuality.

8.0 **TIME SCHEDULE**

The time allowed to complete the work shall be 100 days from 10<sup>th</sup> day of the date of issue of the work order.

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 week beyond the scheduled date of completion subject to a maximum of 5% (Five percent only) of the accepted cost of tender.

#### 10.0 **RATES**

Clients are not concerned with any rise or fall in the prices of any materials. The rates quoted shall include all costs, allowances, taxes including VAT, works contract tax 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 Clients be held responsible for compensation or loss to contractor due to any increase in the cost of labour or material etc.

#### 11 **WATER AND ELECTRICITY**

The contractor will be required to make his own arrangement for water and electricity at his cost. The contractor shall make his own arrangement for its use of electricity in erection, testing and commissioning work and make good the system after the work is over. Damage, if any, caused by them will have to be made good by them at their cost."

#### 12 **SIGNING OF THE CONTRACT**

The successful bidder shall be required to execute an agreement in the Proforma attached with this Tender document within 14 days from the date of issue of Work Order. In the event of failure on the part of the successful bidder to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.

13.0 On acceptance of the tender, the name of the accredited representative of the Contractor, who would be responsible for taking instructions from the Consultant / Bank's Engineer, shall be communicated to Employer/Consultant.

#### 14.0 **RETENTION MONEY**

**5%** of the value of the work done will be deducted by the Employer from each 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/collected will carry no interest.

All compensation or other sums of the money payable by the Contractor to the Employer 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 Employer shall be entitled to deduct the same from any money due to the Contractor.

## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the National Bank for Agriculture and Rural Development, a body constituted by the NABARD Act 1981 and having its Head Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and Regional Office at E-5, Arera Colony, Ravishankar Nagar, P.O. Box No. 513, Bhopal - 462016 (herein called as 'Employer') which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Contractor") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

WHEREAS The Employer is desirous of getting executed Repair to Boundary Wall and Concertina Coil Fencing at the NABARD Officer's Colony, Sector-A, Shahpura, Bhopal - 462039 and has caused drawings, specifications and schedule of quantities describing the works to be done. The Employer to monitor, control and supervise the works and progress thereof.

### AND WHEREAS

The Contractor has agreed to execute the same subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, general conditions of contract, special conditions, specifications, the said drawings and the schedule of quantities, all of which are hereinafter collectively referred to as 'the said conditions', strictly in accordance with the said drawings annexed hereto and the Specification and Schedule of Quantities referred to above at or for the respective rates set out in the Schedule of Quantities annexed hereto and marked as Vol. II, amounting to the sum as there under arrived at or such either sum as may become payable hereunder (herein under referred to as the said contract amount).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:-

1. In consideration of the said Contract Amount to be paid by the employer to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work shown in the said Drawings and described in the said Specifications (Vol. I) and Schedule of Quantities (Vol.II).
3. The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.
4. Tender documents containing notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications and Schedule of Quantities with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.
5. This Contract is neither a fixed lump sum Contract nor an item rate Contract, but is a Contract to carry out work to be paid for according to actual measured quantities and rates contained in the Schedule of Quantities and probable quantities provided in the said Conditions.
6. The Employer reserves to itself the right of altering the drawing nature of the work through the Consultant / Employer by adding to, reducing or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. a) The contractors should have experienced and competent staff which will enable them to ensure proper quality check on the materials, and who will ensure that the

Contractor will carry out proper tests as required by the specifications and will supervise the day-to-day working and execution of contract works.

- b) If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day to day work it shall be the duty of the Contractors to report the matter in writing forthwith to the Consultant / Employer and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractors will abide by the direction of the Bank.
- c) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the Specifications and the terms and conditions of Contract and will be of proper quality and description.

8. Time shall be considered as the essence of this Agreement and Contractor hereby agrees to complete **the work by 100 days** nevertheless, to the provisions of extension of time as contained in the said conditions.

9. The contract herein contained shall comprise not only the work mentioned above but all subsidiary works connected therewith within same site as may be ordered to be done from time to time by the Consultant / Employer for the time being, even if such work may not be shown on the said drawings or described in the said schedule of specifications and quantities.

10. All payments by the Employer under this contract will be made at **BHOPAL** by cheque or through ECS/EFT .

11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at **BHOPAL** and only court at **BHOPAL** shall have jurisdiction to determine the same.

12. This agreement shall be signed in duplicate, the original document shall be kept in the custody of the Employer, the duplicate with Contractor. The stamp duty shall be borne and paid by the Contractor and Employer in equal proportion.

13. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.

IN WITNESS WHEREOF the Employer has set its hands hereunto and three duplicates hereunto through its duly authorized official and the contractor has caused these presents and three duplicates hereof under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of \_\_\_\_\_ 2016.

Signed by the said

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer

In the presence of

Witness No.1 \_\_\_\_\_

Witness No.2 \_\_\_\_\_

Signed by the said

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

in the presence of

Witness No.1 \_\_\_\_\_

Witness No.2 \_\_\_\_\_

## **NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

Description of work	:	<b>NOTICE INVITING TENDER – Repair to Boundary Wall and Concertina Coil Fencing at NABARD Officers' Colony, Sector-A, Shahpura, Bhopal</b>
Contract Period	:	100 days from the day of issue of Work order
EMD	:	Rs.31500/- (Rupees Thirty one thousand five hundred only) in the form of DD, drawn in favour of NABARD, Bhopal
Validity of offer	:	120 days from the date of opening of the tender

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Interpretations**

In construing these conditions and the specifications, Schedule of Quantities, Instructions to bidders and Contract Agreement, 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 with its Head Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400051 and Regional Office at E-5, Arera Colony, Ravishankar Nagar, P.O. Box No. 513, Bhopal-462016 and shall include their heirs, legal representatives, assignees and successors.
- b) "Bank's Engineer" shall mean Engineer/Officer of NABARD authorized by the Regional Office, NABARD , Bhopal , 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) The "Consultant" shall mean ---- Employer ----in this case.
- e) "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 building and other places as shown on the site plan, on which the works are to be executed or carried out or places provided by the Employer for the purposes of the Contract.
- f) "Contract Documents" shall include the Notice Inviting Tenders, the Articles of Agreements, the General Conditions of Contract, Special Conditions of Contract, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements and drawings pertaining to the work. All sections of this Contract Document are to be read together.
- g) "Drawings" shall mean the drawings referred to in the specifications description of items etc., and any modifications of such drawings approved in writing by the Consultant / Employer and such other drawings as may from time to time be furnished or approved in writing by the Consultant / Employer and such other drawings issued by Consultant / Employer.
- h) "Notice in Writing" or written notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or 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.
- i) "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.

- j) "Virtual Completion" shall mean that the works are in the opinion of the Consultants and Bank complete and fit for occupation and usage.
- k) 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 thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

## 2. **SCOPE OF CONTRACT**

The scope of work is briefly described in BOQ of Contract and detailed out 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 Consultant / Bank's Engineer. The Consultant / Bank's Engineer may in their absolute discretion and from time to time issue further drawings and/or 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 Drawings or between the schedule of quantities and/or drawings 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. Coordination of work with other agencies .
- j. 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.
- k. It shall be contractors responsibility to maintain the installation installed by him during the Defects Liability Period without any extra cost.

The contractor shall forthwith comply with and duly execute any work comprised in such Consultant / Bank's Engineer instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer such shall be deemed to be the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer and the materials deployed,



shall be delivered for verification to the Consultant / Bank's Engineer not later than the end of the week following that in which the work has been executed.

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

For the purpose of entering day to day instructions by the Consultant / Bank's Engineer, the contractor shall maintain at his own cost, a 'Site Instruction Book' in quadruplicate in which the instructions will be entered by Consultant / Bank's Engineer.

Instruction to the Contractor shall be generally issued through Consultant / Bank's Engineer. However, Consultant / Bank's Engineer or client for the sake of urgency as a result of inspection may issue some instructions directly with the knowledge of the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer and shall be considered to be approximate and no liability shall attach to the Consultant / Bank's Engineer for any error that may be discovered therein.

### 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 shall 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 Drawings, 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 Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Consultant / 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 centering, scaffolding, staging, timbering, strutting, shoring, pumping, fencing, hoarding, 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, 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, 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 Consultant / Employer.

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 Consultant / Bank's Engineer 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 to the provisions. Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Consultant / Bank's Engineer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer.

The Contractor shall indemnify the Employer 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 Consultant / Bank's Engineer, 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 Consultant / Bank's Engineer and NABARD's instructions and the Contractor shall upon the request of the Consultant / Bank's Engineer 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 CONSULTANT / Bank's Engineer and NABARD may require. The Specifications shall wherever not mentioned in the tender be taken in accordance with the latest CPWD Specifications and its latest revision if any. 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 Consultant / Bank's Engineer and NABARD shall decide whether the same is unobtainable in fact. If the Consultant / Bank's Engineer and 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 Consultant / Bank's Engineer and NABARD. 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 Consultant / Bank's Engineer and NABARD. The work shall from time to time be inspected by the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Consultant / Bank's Engineer or his representative whenever required if demanded by Consultant / Bank's Engineer.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient Engineer-in-Charge, approved by the Consultant / Bank's Engineer in consultation with Employer 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 Consultant / Bank's Engineer to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer shall be thoroughly conversant with the English Language and should be able to read, write and speak English.

10 **DISMISSAL OF WORKMEN**

The Contractor shall on the request of the Consultant / Bank's Engineer immediately dismiss from the works any person Employed thereon who may, in the opinion of the Consultant / Bank's Engineer, 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 Consultant / Bank's Engineer.

11. **ACCESS TO WORKS**

The Consultant / Bank's Engineer 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 Consultant / Bank's Engineer and the Employer and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer for doing so.

12. **MEASUREMENT OF WORKS**

The Consultant / Bank's Engineer 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 to assist the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer 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 various Parts/ SP-27 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 of any omission or additions relative to the amount of the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Consultant / Bank's Engineer, 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 Consultant / Bank's Engineer 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 Consultant / Bank's Engineer 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 Consultant / Bank's Engineer are not in accordance with the specifications or the instructions of the Consultant / Bank's Engineer 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 Drawings and 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 Employer 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 Employer or may be deducted by the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer in consultation with the Consultant / Bank's Engineer 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 Employer, as may be reasonable.

#### 15. **DEFECTS AFTER COMPLETION**

Any defect, shrinkage, settlement 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 Consultant / Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Consultant / Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Consultant / Bank's Engineer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer 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 Employer or may be deducted by the Employer upon the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer, equivalent to the cost of amending such works, and in the event the amount retained under Clause 14.0 being insufficient, recover the balance from the Contractor.

**16. DELAY AND EXTENSION OF TIME**

If in the opinion of the Consultant / Bank's Engineer 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 Employer or the Consultant / Bank's Engineer and not referred to in the Schedule of Quantities and/or Specifications or
- e by reason of Consultant / 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 Consultant / Bank's Engineer for which he shall have specifically applied in writing, ahead of time, giving the Consultant / Bank's Engineer reasonable time to prepare such instructions, the Consultant / Bank's Engineer 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 Consultant / Bank's Engineer, 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 Consultant / Bank's Engineer 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 and offensive material in a manner approved by the Consultant / Employer.

**18. Avoidance of Nuisance**

The Contractor shall take all necessary precautions in reducing noise of plant by means of mufflers, silencers, screens, etc.

Work liable to create dust shall be well wetted before being executed.

The work shall be carried out strictly in accordance with the time schedule and other instructions given by the Consultant / Employer taking care to cause minimum amount of noise, dust and other nuisance at the site.

**19 Mobilization Advance**

No mobilization advance will be given the Contractor.

**20 Terms of Payment**

- a. 90% 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 Engineer.
- b. 100% after successful commissioning and testing of the entire installation less payment made (a) above , after obtaining approvals from all concerned authorities as required for usage of the system and also after issue of VCC.

**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 the site and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.

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

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

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.

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 any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

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 in respect of such additional items and their quantities will be issued in writing by the Employer.

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

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

### **10)CONTRACTOR'S LIABILITY AND INSURANCE:**



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. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. 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 Employer and the Contractor, The Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer 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 Employer and shall be paid to the Contractor or any other agency of Employer'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 Employer, 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 Employer** 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, Bombay 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 employer 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 or sub-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 Employer.

(e) The Contractor shall at all-time indemnify and keep indemnified the Employer 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 Employer 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 subcontractor 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 over 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 Employer 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 Employer 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 Employer.

(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.

Witness Signature of Tenderer :

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Place:**

**Date:**

**APPENDIX HEREIN BEFORE REFERRED TO  
CLAUSE**

- Defects Liability Period One Year
- Period of Final Measurement Three months
- Date of Commencement 10th day of Issue of work order.
- Date of completion is the date of virtual completion of the work
- Liquidated damages at the rate of Rs. 0.25% of total value of the work per week subject to maximum of 5% of total value of work.
- Minimum Value of works for Interim Bill Rs. 4.00 Lakhs.  
(90% of measured work value shall be paid in the RA bill. Balance payment shall be considered in the final bill)
- Retention Percentage 5% of the bill value.
- Total Retention Money (Earnest Money + Retention Money) 5% of total value of work.
- Return of retention Money One year after the date of Virtual completion and successful completion of defect liability period.

**DECLARATION BY THE CONTRACTOR**

I have read and understood all the instructions / conditions given above and I have taken into account the above instructions / conditions while quoting the rates.

**Seal & Signature of the Contractor**

**Place:**

**Date:**