TENDER DOCUMENT FOR

Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV+UF/SF+TDS controller

at

NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow

NAME OF TENDERER _________________________________

ADDRESS   _________________________________

_________________________________

_________________________________

Last Date of Submission: 06.11.2017

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
11, VIPIN KHAND, GOMTI NAGAR
LUCKNOW - 226 010

This tender consist of pages from 1 to 47.
National Bank For Agriculture and Rural Development
Uttar Pradesh Regional Office
11, Vipin Khand, Gomtinagar,
Lucknow

Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV+UF/SF+TDS controller

at

NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow

PART I (Pre-qualification Bid)
NOTICE INVITING TENDER


Dear Sir/s,

Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B-Block, La-Place, Hazratganj, Lucknow

Tenders are invited from eligible interested parties to tender for the captioned work. The tender form can be obtained from the office of Chief General Manager, NABARD Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow, on or before 06.11.2017 or may be downloaded from NABARD website (www.nabard.org) after satisfying the fulfillment of the criteria mentioned therein.

The sealed tender in the prescribed tender form in envelopes as follows should be addressed to Chief General Manager, NABARD, 11, Vipin Khand, Gomtinagar, Lucknow - 226010 and super scribed as "Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B-Block, La-Place, Hazratganj, Lucknow" The envelope shall be dropped in the Tender Box provided at the second floor not later than 14.30 Hrs on 06.11.2017

If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening by the tenders shall be shifted to next working day without change of time and venue.

NABARD reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bound themselves to accept the lowest or any tender.

NABARD also reserves the right to negotiate or partly accept any or all the 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 above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to The Chief General Manager, NABARD, 11, Vipin Khand, Gomtinagar, Lucknow - 226 010, who will review the questions and where 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.
Eligibility Criteria: As mentioned in the tender document.

The Tenderers may please note this. NABARD also reserves the right to divide and distribute the work to more than one contractor. In such cases the decision will be solely at the discretion of NABARD including that of assignment of works. You are advised to ensure strict observance of commercial aspect of this tender and also of the following points:-

a. Time of Completion- **15 Days** including monsoon months from the 10th day of issue of letter of acceptance for tender.

b. The onus of Cooperation with other contractors for any disciplines in services lie on the tenderer.

c. It may please be noted that all documents that comprise the tender documents should be signed and sealed by the tenderer.

d. No part of the bill of quantities including specifications should be deleted.

e. Validity of offer: **90 days** from the date of opening of price bids.

f. Defects liability Period: **One year** from the date of virtual completion, as certified by NABARD.

g. Liquidated damages: for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.

h. NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

i. The successful tenderer will enter into agreement with NABARD in accordance with the standard format enclosed within 14 days from the date of acceptance of the offer failing which the bidder’s EMD may stand forfeited. Agreement with NABARD will be on a standard format given in the tender on a non-judicial stamp paper as per prevailing Stamp Act of the State within 14 days from the date of issue of work order failing which the bidder’s EMD may stand forfeited.

j. EMD: Rs.4,000/-

k. Cost of Tender: Rs 150/-.

**NB: - EMD & cost of tender are to be paid by all the bidders and no exemption for the same will be granted on any grounds. Tenders without EMD & Tender Cost shall be rejected and no communication in this regard shall be entertained by the Bank.**

This Notice Inviting Tender (NIT) shall also form part of the Tender Documents.

1. Each tenderer will comprise of two parts viz. Part-I comprising Notice Inviting Tender, Form of Tender, Instructions to Tenderers, Articles of Agreement, General and Special Conditions of Contract, Detailed Specifications and Part-II comprising of Schedule of Quantities.

2. 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, UP Regional Office, 11, Vipin Khand Lucknow - 226010 and super scribed “Supply, Installation , Testing and
Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow”

3. Envelope No. I – shall contain Earnest Money deposit, cost of the tender and Part – I (Conditions of Contract & Technical Specifications) of the tender and Direct Manufacturers Authorization and Bar Chart indicating the program for the execution of the work

Envelope No. 2 – shall contain only Schedule of Quantities duly priced and completed in all respects. This shall not include any conditions whatsoever. In case any conditions are included in Envelop no. 2, the same shall not be taken into consideration. Further, the tender in such case is liable to be rejected.

4. Both the envelopes should be submitted to the above office not later than 14:30 Hrs. on 06.11.2017. Envelope No. 1 will be opened at 15:00 Hrs. on 06.11.2017 in presence of tenderers or their authorised representatives who choose to be present.

5. After opening of the Envelope No.1 and assessing the conditions stipulated by bidders, if any, the Employer will, if he so decides, may inform all the tenderers about any modifications in the tender conditions. Tenderers 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. A tender will be rejected if any tenderer proposes any deviation from the above.

6. The Envelope No. 2 shall be opened only in respect of those tenderers who after discussion bring their tenders in line with the requirements of tender document and are acceptable to the Employer. The decision of the Employer in this regard shall be binding on the tenderers 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.

7. Tenders received late on account of any reason whatsoever and telegraphic and faxed tenders shall not be entertained.

Yours faithfully,

-sd-
(Naveen Dhingra)
Dy. Gen. Manager
FORM OF TENDER

Place : 
Date : 

Chief General Manager,
National Bank for Agriculture and Rural Development,
UP Regional Office
Lucknow.

Dear Sir

Having examined the specifications and schedule of quantities relating to the work/s 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 work/s 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 the specifications 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 and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) Description of work/s: Supply, Installation , Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B-Block, La-Place, Hazratganj, Lucknow

(b) Estimated Cost: Rs. 1.67 lakh

(c) Earnest Money: Rs. 4,000/- EMD & cost of tender are to be paid by all the bidders and no exemption for the same will be granted.

(d) Percentage, if any, to be deducted from bills: 5%

(e) RMD: 5% of bill value subject to the maximum of total value of Work done.

(f) Time allowed for completion of the work/s from tenth day after date of written order i.e. date of commencement: 15 Days

(G) Liquidated Damages 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.

2. 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 or in default
thereof to forfeit and pay to the National Bank for Agriculture and Rural Development the amount mentioned in the said conditions.

3. I/We have enclosed DD for Rs. 4,000/- as Earnest money with the National Bank for Agriculture and Rural Development, Lucknow which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD. The cost of the tender will not be refunded in any case.

4. “Initial Security Deposit” of 2% of accepted value of the tender shall be provided by the successful tenderer in form of bank draft from a scheduled bank within 15 days of intimation to him of acceptance of tender. The EMD already furnished shall be taken into account while determining the ISD. In other words EMD shall become a part of ISD. The ISD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.

5. I / We agree to pay Income-tax, Sales-tax, Works Contract Tax, Labor Welfare Fund Charges, Octroi duties, GST and taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. The rates quoted by me /us are inclusive of all such taxes and charges including GST, change in tax etc. as are applicable and the rates quoted by me/us are firm and not subject to any change due to fluctuations in any taxes or in the market.

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 agree to keep our offer open for 90 days from the date of opening of price bid / Part-II of the tender/Envelope No. 2, namely, our Price Bid.

Signature of the Contractor with seal & stamp
PRE-TENDER QUALIFICATIONS – Eligibility Criteria

1. The tenderers are advised to visit all the sites, conduct survey of the existing arrangements 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.

2. The contractors should have experience of similar works during the last 7 years (ending 31.03.2016) and should fulfill the following criteria are eligible to tender:-

   • Should have carried out minimum 1 similar work during last 3 years (ending 31.03.2016) with annual contract value (costing individually) not less than Rs. 1.33 lakh.

   OR

   • Should have carried out minimum 2 similar works during last 3 years (ending 31.03.2016) with annual contract value (costing individually) not less than Rs. 1.0 lakh.

   OR

   • Should have carried out minimum 3 similar works during last 3 years (ending 31.03.2016) with annual contract value (costing individually) not less than Rs. 0.80 lakh.

   NB: - “Similar works” means works of supply, installation, testing and commissioning of RO water purifiers with UV +UF/SF +TDS controller in Government/PSUs/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. having offices or such similar setup.

   • The tenderers should have average Annual Turnover of Rs. 1.00 lakh during the last three years ending 31 March 2016 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

   • The tenderers should have applicable Tax registrations (PAN, TIN, TAN, VAT, GST etc.) supported with documentary evidence and licences, permissions, approvals issued by appropriate authorities, wherever applicable and furnish copies of the same with tender.

   • Should have their own office within the city limits of Lucknow.

   Tenderers are requested to enclose the following documents in Envelope containing PART - I (Prequalification bid) for examining their qualification/suitability. Opening of Part - II (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -

   i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. during the last three years. “Similar Works” means works of supply, installation, testing and commissioning of RO water purifiers with
UV+UF/SF+TDS controller in Government/PSUs/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. having offices or such similar setup.

ii) IT returns of last three consecutive years.

iii) References of clients/particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives/officials.

iv) Information in Section-I, II, III & IV as per enclosed proforma.

3. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.

4. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of PART-I (Pre-qualification Bid) of the tender and his sealed cover containing PART-II of the tender will be returned to him. The Bank is not bound to assign any reason for rejecting the tender.

5. After scrutiny of Part-I (Pre-qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.

6. Each page of the tender shall be signed. The tender shall be signed by person/persons on behalf of the organisation having necessary authorisation/Power of Attorney to do so and in such a case a copy of the same has be enclosed with the tender.

7. If the space in the proforma (Section-I, II, III, IV & V) is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part which shall also be signed by all the Authorised signatories.

8. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow.

I/We have read and understood the instructions contained herein above and are acceptable to us.

Please Note that contractors empaneled with NABARD need not submit the document as indicated above. However, they will be required to submit the OEM certificate in original on the letter head of the OEM failing which their bid will be summarily rejected.
### Section-I

**(A) Basic Information**

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Tenderer/Organisation and address of the registered office, telephone no., mobile no., fax no., email-id and website address.</td>
</tr>
<tr>
<td>2.</td>
<td>Year of Establishment</td>
</tr>
<tr>
<td>3.</td>
<td>Type of the Organisation (whether Sole Proprietorship/Partnership/Private Limited/Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed.</td>
</tr>
<tr>
<td>4.</td>
<td>Name of the Proprietor / Partners / Directors of the Organisation / Firm</td>
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<tr>
<td></td>
<td>(a)</td>
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<td>(b)</td>
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<td>(c)</td>
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<tr>
<td>5.</td>
<td>Details of Registration (Whether Partnership firm, Company, etc.), Registering Authority, Date, Registration No., etc. mentioning the Business/ activity of the firm.</td>
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<td>6.</td>
<td>Whether registered with Government/ Semi-govt/ Municipal Authorities or any other public organisation and if so, in which class and since when?</td>
</tr>
<tr>
<td>7.</td>
<td>Work Experience (Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value &amp; general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience if any, of carrying out works for NABARD/ RBI/ Public sector banks/ Government department/ Semi Govt. department/ Other Public Sector Undertakings/ private banks/ Private sector/ housing societies at any other centre should also be given.)</td>
</tr>
<tr>
<td>8.</td>
<td>Name(s) and address(es) of the Clients and their present Executives (Written information about the names and address of their clients along with full details like names, postal address, e-mail IDs, telephone (landline &amp; mobile No.s), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) should be furnished.</td>
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</tbody>
</table>
9. Name(s) and address (es) of the Bankers and their present contact executives (Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)

10. Details of Bank accounts (Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.

11. Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2016)

12. a) Permanent Account Number (PAN)
   b) TIN
   c) Service Tax Registration No.
   d) VAT
   e) ISO certification.

13. Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank.

14. Whether any Civil Suit/litigation has arisen in the contracts executed during the last seven years/being executed now. If yes, please furnish the details in the proforma given below:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Name of the work and Employer</th>
<th>Nature of Work</th>
<th>Work Order No. and date</th>
<th>Present Stage of Work</th>
<th>Value of Contract</th>
<th>Brief details of litigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
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15. Number of supplementary sheets attached for Section I (duly signed).

Signature of the Tenderer with seal & date
**Section-II**

(B) **Previous Experience**

i) List of important works executed by the firm during last five years with experience in executing works of similar work i.e. providing and fixing of RO water purifiers with UV, UF/SF, TDS controller at institutes/training establishments/organisations etc. Please arrange to provide value of job, approximate scope of each contract where work had been done and year of execution of work along with copy of work orders, performance certificates / completion certificates etc.

Please note that the details furnished should be for works of similar nature and not for any other types of works.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the work And Location</th>
<th>Nature of Work</th>
<th>Name &amp; full postal address of the owner</th>
<th>Contract Amount (Rs)</th>
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ii) List of important works ON HAND costing as per eligibility in Clause No. (2) on Page No. 9 with experience in executing works of similar nature i.e. providing and fixing of RO water purifiers with UV, UF/SF, TDS controller.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the work And Location</th>
<th>Nature of Work</th>
<th>Name &amp; full postal address of the owner</th>
<th>Contract Amount (Rs)</th>
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<td>(5)</td>
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**Signature of the Tenderer with seal & date**
### Section-III
(C) Details of Bank Accounts

<table>
<thead>
<tr>
<th>Name of Firm</th>
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<tbody>
<tr>
<td>Name of Account holder</td>
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<tr>
<td>Address of firm</td>
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<tr>
<td>Name of Bank Branch and Address</td>
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<td>Bank Code &amp; Branch Code</td>
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<tr>
<td>IFSC CODE of Bank Branch</td>
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<tr>
<td>Type of Account (Saving/ current/ cash credit)</td>
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<tr>
<td>Account Number</td>
<td></td>
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<tr>
<td>PAN of firm</td>
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<td>VAT of firm</td>
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<tr>
<td>Service Tax Registration No.</td>
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</table>

**Note:** Please also enclose a CANCELLED CHEQUE in respect of above account number

**Signature of the Tenderer with seal & date**
Section-IV
OEM AUTHORISATION LETTER

(OEM Authorization Letter)

Original Equipment Manufacturer's authorisation letter (in Original Letter Head of OEM)

To,
The Chief General Manager,
NABARD
Uttar Pradesh Regional Office
11, Vipin Khand, Gomtinagar,
Lucknow (UP)

Dear Sir,

Subject : Direct Manufacturers Authorization
Ref  ; Tender No: _______ dated_____

Name of Work: - Tender for Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B-Block, La-Place, Hazratganj, Lucknow

We ………………………., an established and reputable manufacturer of RO water purifiers with UV +UF/SF +TDS controller having Corporate / Registered office at ………………………………………. (Address of OEM) do hereby authorize ……………………………………. (Name of contractor) and having their office at ………………………. (contractor's address) as our representative to submit the above bid……………………..dated_______ and subsequently negotiate and sign the contract with you for the supply of goods manufactured by us and authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation as required by the contract

We hereby confirm and extend our full guarantee / warranty of one year for the products supplied by the above contractor for the said work.

Yours faithfully,

for ……………………………

Signature of Officer Authorized to sign this Document on behalf of the OE
Section –V
Technical specification and compliance sheet

(1) RO water purifier with UV+UF/SF+TDS controller

1. Supplied Make and Model :-................................................................. 
   (to be filled in by the contractor)

2. Technical brochure attached at reference page number: - ............................. (to be filled in by 
   the contractor)

(Attach a brochure of the quoted make and model indicating the technical specifications)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Technical Specification</th>
<th>Requirement</th>
<th>Contractor’s Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purifying Technology</td>
<td>Reverse Osmosis (RO), Ultra Violet (UV), Ultra Filtration (UF) / Sediment Filtration (SF), TDS</td>
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<td></td>
<td></td>
<td>regulator/controller.</td>
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<tr>
<td>2</td>
<td>Type of Water Purifier</td>
<td>Storage Type</td>
<td></td>
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<tr>
<td>3</td>
<td>Storage capacity</td>
<td>Minimum 4 litres</td>
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<tr>
<td>4</td>
<td>Installation</td>
<td>Wall Mount Type</td>
<td></td>
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<tr>
<td>5</td>
<td>Number of Purification Stages</td>
<td>Minimum 6 stages</td>
<td></td>
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<tr>
<td>6</td>
<td>Applicable TDS Range in Input Water</td>
<td>1- 2000 mg/litre</td>
<td></td>
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<tr>
<td>7</td>
<td>TDS Reduction</td>
<td>90% in RO Mode</td>
<td></td>
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<tr>
<td>8</td>
<td>% Water Recovery</td>
<td>25% in RO Mode</td>
<td></td>
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<tr>
<td>9</td>
<td>Purified Water Production Rate</td>
<td>15L/hr (10-15Litre per hours)</td>
<td></td>
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<tr>
<td>10</td>
<td>Inlet Water Pressure/Temp</td>
<td>0.3-0.6 kg / cm²</td>
<td></td>
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<tr>
<td>11</td>
<td>Ultraviolet (UV) lamp wattage</td>
<td>Minimum 4 watt</td>
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<tr>
<td>12</td>
<td>Other features</td>
<td>a) Fully automatic operation that shall allow the purifier to begin purification whenever water</td>
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<td>level in the purified water storage tank falls below maximum, and stop when the tank is filled</td>
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<td>or when there is no inlet water supply.</td>
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<td>b) Filter Change Alarm/indicator.</td>
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<td>c) High-powered UV lamp (Min 4W) with UV fail alarm/indicator.</td>
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<td>d) Should handle a wide range of input AC voltage (100 – 300 Volts)</td>
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<td>e) Sensors</td>
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<td>Certifications</td>
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<td>Relevant ISO certification (copy to be enclosed)</td>
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<th>Warranty</th>
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<td>Minimum One year with two free services which should include mandatory replacement of filters etc. as required. Attach details of two free services to be provided.</td>
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Signature of the Tenderer with seal & date
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this ____________ day of ____________, between the National Bank for Agriculture and Rural Development, Lucknow having its Head Office at Mumbai - 400 051 (hereinafter called "the Employer") of the one part and_______________________________________________________________

_________________________

___________________________

_______ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of “Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow” and has caused specifications describing the works to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.

2. The Employer shall pay the Contractor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. In the said Conditions there in before mentioned, the officer in charge of NABARD, Lucknow shall act on behalf of the Employer.

4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.

5. The agreement and documents mentioned herein shall form the basis of this Contract.

6. This Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of “Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow” to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer. The Contractor shall make good any damages done to walls, floors, ceilings etc. after the completion of such works.

8. The Employer reserves to himself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 15 Days subject nevertheless to the provisions for extension of time.

10. All payments by the Employer under this contract will be made only at Lucknow.

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

12. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.

13. That the All parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

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

Signature Clause:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of Shri ____________________________

(name and designation) in the presence of

(1) _______________________________________
Address : _________________________________

(2) _______________________________________
Address : _________________________________

________________________________________

SIGNED AND DELIVERED BY ____________________________
_____________________________ in the presence of

(1) _______________________________________
Address : _________________________________

________________________________________
Address: __________________________________
__________________________________________

The COMMON SEAL OF __________________ was
hereunto affixed pursuant to the resolutions passed by its
Board of Directors at the meeting held on
______________ in the presence of
(1) __________________________________
(2) __________________________________
Directors, who have signed these presents in token thereof in
the presence of
(1) __________________________________
(2) __________________________________
SIGNED AND SEALED BY the Contractor by the hand of
Shri ___________________________ and duly
constituted Attorney.
GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. Sealed item rate Tenders, in both Envelopes should be addressed to Chief General Manager, NABARD, 11, Vipin Khand, Gomtinagar, Lucknow – 226010 and super scribed “Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow” and send so as to reach him not later than 14.30 hr. on 06.11.2017. Tenderers should clearly indicate on each copy of the tender, under their full signature, whether it is the original or duplicate copy.

2. No tender will be received after 14.30 hr. on 06.11.2017 under any circumstance whatsoever.

3. (a) Tenders will be opened at 15.00 hr. on 06.11.2017 at this office by Chief General Manager, National Bank for Agriculture and Rural Development, Lucknow or any other officer designated for this purpose by him in the presence of the other officials and the tenderers or their representatives, should they choose to be present.

(b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening the tender which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.

(c) The tenderer must use only the forms issued by the Employer/Downloaded from Website to fill in the rates. Any addition/alteration in the text of the tender made by the tenderer shall not be considered. Such tender/s may be considered invalid by the Bank at its discretion.

4. (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.

(b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.

(c) Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not so signed may be rejected.

(d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to tender into the proposed contract. Otherwise the tender may be rejected by the Bank.

5. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in the whole or in part, without assigning any reasons for doing so.

6. (a) Intending tenderers shall pay as earnest money a sum of Rs. 4,000/- and a sum of Rs. 150/- as cost of the tender by a demand draft drawn on a scheduled Bank which
amount will be credited into the office of the National Bank for Agriculture and Rural Development. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalisation of work order.

(b) Under no circumstance, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.

7(i). The Earnest Money Deposit of Rs. 4,000/- paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit.

7(ii). “Initial Security Deposit” i.e. ISD of 2% of accepted value of the tender shall be provided by the successful tenderer in form of bank draft from a scheduled bank within 15 days of intimation to him of acceptance of tender. The EMD already furnished shall be taken into account while determining the ISD. In other words EMD shall become a part of ISD. The ISD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.

8. On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall be sign an agreement in accordance with the draft agreement and "the said Conditions" but the written acceptance by the National Bank for Agriculture and Rural Development, of a tender will constitute a binding contract, between the National Bank for Agriculture and Rural Development and the person so tendering, whether such formal agreement is or is not subsequently executed.

9. (a) In addition to the Earnest Money Deposit under clause 7 and as further security for the due fulfillment of the contract by the contractor, 5% of the value of work done will be deducted by the Employer as Retention Money from each payment to be made to the Contractor.

(b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his retention money and 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.

10. The contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

11. The tenderer shall submit along with his tender a list mentioning the names of manufacturers which he proposes to use in the work if his tender is accepted.

12. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alteration by omission,
deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

13. 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 Drawings 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.

14. The rates quoted in the tender/offer shall be for the complete item including, supply, installation, testing and commissioning at site as per terms & conditions mentioned in the tender document. The rate shall also include all charges for storing, watch and ward, reinstating and making good damaged work, if any, to its original finish, etc. The rates quoted in the tender shall include all charges i.e. hire charges for any tools and plants, sheds for material, marking out and clearing of site. 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, labor conditions, fluctuations in railway freights or taxes or any conditions whatsoever. Tenderers must include in their rates all taxes as GST, sales tax, works contract tax, 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 extra claim in respect of any taxes or levy shall be entertained by the Employer.

15. 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.

16. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. 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 clause 27 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work program, which shall be approved by the Employer.

17. Tenders will be considered only from recognized bonafide contractors in the trade as given in the NIT. Each tenderer, if required, shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the Contractor in it and the time within which the works done by the Contractor in it and the time within the works were completed.

18. Special attention of the tenderer is drawn to the alternative items in the Schedule of probable Quantities, the rates and amounts for these alternative items (if given) shall be duly filled in and tenderer is informed that his tender will not be considered unless the alternative rates are given for these items. The Employer reserves to himself the right to adopt any of the alternative items either in scrutinizing and deciding upon the tender or later when the works are being executed.
19. 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.

20. 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.

21. 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.

22. The Employer will provide water and power required for the work free of cost at a suitable point and the contractor shall make his own arrangement to carry the same as required. The Contractor should ensure that the water and power facility provided by the Employer are not wasted.

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

24. 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.

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

**26. The tenderer shall guarantee that the work shall be free from any defects whatsoever for a period of one year Defects Liability Period (warranty) from the date of completion/ commissioning of the work.**
27. DELIVERY SCHEDULE: As mentioned in form of tender. Bidders are advised to visit the site and get themselves fully acquainted with the general and local site conditions, particularly those bearing upon transportation, handling, storage and the like, prior to quoting for the work.

28. Any defects or shortcomings found during execution of work and during the defects liability period from the completion of the entire work shall be attended/rectified by the tenderer without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the Bank, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Contractor at the cost and risk of the contractor.

29. No mobilization advance shall be paid to the Contractor.

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

Witness

Signature of Tenderer (with seal & stamp)

______________________________

Address: ______________________

_______________________________

Place & Date:
ANNEXURE "A"
SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.

3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground. Suitable ladder/ bench shall be used for work above 4 M

4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

5. NIL.

6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

8. NIL.

9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves. All personnel of the Contractor within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
   i. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
   ii. Suitable face masks should be supplied for use by the workers when the work involves any form of spraying or surface having lead paint is being dry rubbed and scraped.

10. NIL.

11. NIL.

12. NIL.

13. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

14. The Contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law
that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the Contractor, be paid to compensate any claim by any such person.

15. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

16. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

17. All necessary personnel safety equipment as considered adequate by the Employer should be kept available for the use of the persons employed on the site and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

18. Notwithstanding all the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.

19. All the supplied materials should conform to the relevant codes of Bureau of Indian Standards and the latest amendments.
SPECIAL TERMS & CONDITIONS OF THE CONTRACT
THE CONDITIONS HEREINBEFORE REFERRED TO

1. In Construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

(a) "Employer" Shall mean National Bank for Agriculture and Rural Development, Lucknow and shall include its assigns and successors.

(b) "Contractor" Shall mean ___________________________ and shall include his/their legal representative, assigns or successors.

(c) "Site" shall mean the site of the contract works/including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

(c) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.

(d) "Notice in writing" 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 and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

(e) "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.

(f) "The Works" shall mean the “Supply, Installation , Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow” as provided herein.

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

2. The Contractor shall carry out and complete the said work in every respect in accordance with the Contract and with the direction of and to the satisfaction of the Employer. The Employer may in his
absolute discretion and from time to time issue further written instruction, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to:

a. The Variations or modifications of the quality or quantity of works or the addition or omission or substitution of any work.

b. Any discrepancy in the drawing or between the Schedule of Quantities and/or Drawing and/or Specifications.

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

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

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

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

g. The amending and making good of any defects under clause 19.

h. The Contractor shall forthwith comply with and duly execute any work comprised in such employer's instructions provided always that verbal instructions directions and explanations given to the Contractor or his representatives upon the works by the Employer shall if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's Instructions within the scope of the Contract.

3. The Contract shall remain in the custody of Employer and shall be produced by him at his office as and when required by the Contractor. The Contractor on the signing thereof shall be furnished free of cost with a certified copy of the Agreement.

4. The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specification taken together whether the same may or may not be particularly shown or described therefrom, and if the Contractor finds any discrepancy in the writing refer the same to the Employer who shall decide which is to be followed.

5. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Bye-Laws of any authority and of any Water, Lighting and other Companies and shall before making any variations from the Specification that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, Bye-Laws, in question, and any variation so necessitated shall be dealt with under clause No. 15/16.
The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

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

6. The Contractor shall maintain in a readily accessible place, first-aid appliances including an adequate supply of sterilized dressings and cotton wool. In case of injury, arrangement should be made by the Contractor to take the injured person to the nearest hospital without loss of time.

7. Suitable and strong scaffoldings should be provided for workmen for all works that cannot safely be done from ground or from solid constructions. When a ladder is used, an extra mazdoor shall be engaged by the Contractor for holding the ladder. No Portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm. (clear) for length up to 3 meters, for every additional meter, 5 cms increase in width shall be provided. The distance between two adjacent rungs shall not be more than 30 cms.

8. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person.

9. The Contractor shall set out works and shall be responsible for the works.

10. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's Instructions, and the Contractor shall, upon the request of the Employer, furnish him with 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 Employer may require.

11. The Contractor shall give all necessary personal superintendent during the execution of the work, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any direction, explanation, instructions or notice given by the Employer to such representative shall be held to be given to the Contractor.

12. The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconducts himself, and such person shall not be again employed on the work without the permission of the Employer.
13. The Employer, and their respective representatives shall at all reasonable times have free access to the works and/or to the workshop, factories OR other places where materials are lying or from which they are being obtained, and the Contractor shall give every facility to the Employer, and their representatives necessary for inspections and examination test of the materials and workmanship. No person unauthorized by the Employer except the representatives of Public Authorities shall be allowed on the works at any time.

14. The whole of the works included in the Contract shall be executed by the Contractor and Contractor shall not directly or indirectly transfer, assign or underlet the Contractor or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendent of the works during their progress.

15. No alternation, omission or variation shall vitiate this Contract but in case the Employer think proper at any time during the progress of the works to make any alternations in or addition to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing and under his hand to the Contractor, the Contractor shall alter, add to or omit from as the case may require, in accordance with such notice, but the Contractor shall not do any work extra to or make any deviation from any of the provision of the Contract, stipulation, Specification without the previous consent in writing of the Employer and the value of such extras, alternations, additions or omissions shall in all cases be determined by the Employer in accordance with the provisions of Clause 20 hereof, and the same shall be added to or deducted from the Contract amount accordingly.

16. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof ascertained under Clause 20 hereof shall be added to or deducted from the Contract amount (as the case may be) provided that there shall be no rectification or error in the Contractor's Schedule of Rates.

17. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

18. The Employer may from time to time intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Employer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

19. Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Employer or a person approved by him shall be taken in accordance with the Standard Method of Measurements.
The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

20. Should it be found after the completion of the work 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 quantities or amounts specified for the works in the Priced Schedule of Quantities and/or Tender or that any variation is made, the valuation of such Quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

(a) i) The net rates of prices in the original Tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.

(b) The net prices of 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 sub clause (c) hereof.

(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of 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 any part thereof, shall be such that in the opinion of the Employer the net rate or price contained in the priced Schedule of Quantities or Tender or for any item of the works involves loss of expense beyond that reasonably contemplated by the Contractor, is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstance he shall think reasonable and proper.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the Tender or the Priced Schedule of Quantities or; if not so stated then in accordance with the local day work rates and wages for the direct, provided that in either case vouchers specifying the daily time and material employed, be delivered for verifications to the Employer or his representative, at or before the end of the week, following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within 12 months of the completion of the Contract works as defined in Clause 23 hereof.
21. Where in any Certificate (of which the Contractor, has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed, except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss or damage to such materials.

22. The Employer shall, during the progress of the works, have power to order in writing from time to time, removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specification or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with material or workmanship not in accordance with the Specification 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 the power to employ and pay other persons to carry out the same; and all expenses consequent or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

23. Any defect, or other faults which may appear within the "Defects Liability Period" stated in the appendix hereto or, if none stated, then within one year after the virtual completion of the works arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract shall upon the directions in writing from the Employer, and within such reasonable time as shall be specified therein, be mended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other person to amend and make good such defects, or other 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 from the amount which may become due to the Contract, or the Employer, may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum equivalent to the cost of amending such work. In the event of the amount retained under Clause 31 being insufficient, recover the balance from the Contractor, together with any expense the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub - Contractor employed on the works who has been nominated or approved by the Employer as provided in Clause 15, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof.

24. The Works shall not be considered as completed until the Banks' Engineer has certified in writing that they have been virtually completed and Defects Liability Period shall commence from the date of virtual completion mentioned in such certificate.

25. The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or damages arising from carelessness, accident or any other cause whatever in any way connected with the carrying out of the Contractor. This Clause shall be held to include, inter alia, any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to buildings and works forming the subject of this Contract, by frost or other inclemency of weather. The Contractor shall indemnify them and hold him harmless in
respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

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 loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, 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 successful commissioning of the Plant.

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, from any cause whatsoever including the causes enumerated in the Clause (a) above.

c. The Contractor shall at all times indemnify the Employer against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, Employer State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the work whether in the Employment of the Employer, or Contractor or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

d. 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/Nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor/Sub-Contractor. Such insurance shall be taken to include both employees/workmen covered by the Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workmen's Compensation Act 1923, and employees workmen not covered by the said Act. All the premiums shall be paid by the Contractor.

e. The Contractor shall at all times 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 maintenance of the work and against all claims,
demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

f. 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 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.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof.

The Contractor shall be responsible for anything which may be excluded from the above referred points and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges of expenses arising out of claim or proceedings and also in respect of any award of or compensation of damages arising therefrom.

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

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

27. If the Contractor fails to complete the work by the date stated in the Appendix or within any extended time under Clause 28 hereof the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages and the Employer may deduct damages from any moneys due to the Contractor.

28. If in the opinion of the Employer the works be delayed (a) by force majeure or (b) reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or Public Authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesman engaged or nominated by the Employer and not referred to in the Schedule or Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building traders, the Employer may make a fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lock-out, the Contractor shall as soon as may be, give written notice thereof to Employer, 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 Employer to proceed with work.
29. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such instructions. The Employer may employ and pay other person to execute any such work whatsoever, that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer, on the Certificate of the Bank's Engineer, as a debt or may be deducted by him from any money due or to become due to the Contractor.

30. If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefor, if so require by Employer.

OR if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution to be issued.

OR shall suffer any payment under this Contract to be attached by or on behalf of any of the creditor of the Contractor.

OR shall assign or sublet this Contract without the consent insolvency writing of the Employer first obtained.

OR shall charge or encumber this Contract or any payment due or which may become due to the Contractor thereunder.

OR if the Contractor

i) Has abandoned the Contract, or

ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving form the Employer Notice to proceed, or

iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or,

iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer's written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or

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

vi) has insolvency defiance of the Employer's instructions to sublet any part of the Contract.

Then and insolvency any of the said cases the Employer may notwithstanding any previous waiver, after giving seven days' notice insolvency writing to the Contractor, determine the Contract. And further, the Employer by his Agents or servants, may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery, steam and other power utensils and material lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen, insolvency carrying on and completing the work or by employing an other Contractor or other person or persons to complete the works and the Contractor shall not insolvency anyway interrupt or do any act, matter or things, to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed, the Employer shall give a notice insolvency writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realized.

31. The Contractor shall be paid by the Employer from time to time by installments on account of the works executed when insolvency the opinion of the Employer, work to the approximate value named in the Appendix as "Value of work for Interim Payments" until the total amount retained shall reach the sum named in the Appendix as "total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the Building. And the Contractor shall be entitled to the payment of the Final Balance insolvency accordance with the Final Certificate to be issued insolvency writing by the Bank's Engineer at the expiration of the period referred to as "the Defects Liability period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof which ever shall last happen, provided always that 'on account' payments during the progress of the works or at or after their completion, shall not relieve the Contractor from his liability, insolvency cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies insolvency the works or materials which a reasonable examination would not have disclosed.

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

32. The decision opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clauses.

Insert hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without Appeal.
ARBITRATION

33. If any dispute, difference or question shall at any time arise between the parties as to the constriction of this Agreement or concerning anything or as to the rights, liabilities and duties of parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer or its Chief General Manager is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days' notice insolvency writing to the other (hereinafter referred to as the "Notice for Conciliation/Arbitration") clearly setting out the items of dispute to a Conciliator or Sole Arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the conciliator or the sole arbitrator referred to above, the Employer shall send to the Contractor within thirty days of the "Notice for Conciliation/Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractors shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the Conciliator or the sole arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator referred to above, the Employer shall send to the Contractor within thirty days of the "Notice for Conciliation/Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractors shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the Conciliator or the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as Conciliator or the Sole Arbitrator and communicates his name to the Employer.

If the persons so appointed are unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another person shall be appointed as aforesaid.

The Conciliation/arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force form time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator(s)
the award of the Arbitrator(s) shall be binding and final on the parties. It is hereby agreed that in all disputes
preferred to the Arbitrator, the Arbitrator shall give a separate award in respect of each dispute or difference
in accordance with the terms of reference and the award shall be a reasoned award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially be paid in equal proportion by
each of the parties.

The cost of the Conciliation/Arbitration including the fees, if any, of the Conciliator or the
Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such
manner or proportion as may be directed by the Conciliator or the Arbitrator as the case may be in the
award.

The Employer and the Contractors also hereby agree that the Arbitrator under this clause shall be
a condition precedent to any right of action under the contract with regard to the matters hereby expressly
agreed to be so referred to arbitration.

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

35. If, for any reason, the Employer is obliged, by virtue of the provisions of sub-section (1) of section
12 of the Workmen's Compensation Act, 1923, to pay compensation to a workman employed by the
Contractor, in execution of the works, the Employer will recover such amount or any part thereof by
deducting if from the security deposit or from any sum due by the Employer to the Contractor under this
contract or otherwise. The Employer shall not be bound to contest any claim made against it under
subsection (1) of Section 12 of the said Act, except on the written request of the Contractor and upon his
giving to the Employer full security for all cost for which the Employer might become liable in consequence
of contesting such claim.

36. Without prejudice to any of the rights of remedies under this contract if the Contractor dies, the
Employer shall have the option of terminating the contract without compensation of the Contractor.

38) Technical Audit Clause:

a) The work is liable to be technically audited by the Chief Technical Examiner (CTE) of the Central
Vigilance Commission, Government of India from time to time. Any defects, improvements or
testing etc., pointed out by the Chief Technical Examiner should be carried out by the contractor
at his own cost and any deduction suggested by the CTE will be borne by the contractor.

b) The employer shall have a right to cause a technical examination and audit of works and the final
bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of
payment of the final bill. If as a result of his examination or otherwise any sum is found to have
been overpaid in respect of any work done by the contractor under the contract, the contractor
shall be liable to return the amount of overpayment and it will be lawful for the employer to recover
the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly paid by the employer.

c) Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by NABARD and set off against any claim of NABARD for the payment of a sum of money arising out of or under any other contract made by the contractor with NABARD.

39) Testing of Materials: The contractors are required to submit samples of various materials, items, fittings, etc. for the approval of the Architect/ Consultant/ Bank. The materials of brand names, if any, given in the contract shall only be selected.

40) Co-ordination and Monitoring: The contractor’s site supervisor/engineer will be coordinating and monitoring the project and report the progress to NABARD on weekly basis.

41) Substandard work and materials: If any work or materials used in the work is found to be unsound, imperfect or inferior from what is specified in the contract, the contractor will rectify or re-execute the work or remove the material within 10 days after receipt of written instructions. If the contractor fails to do so, the work shall got redone or rectified or the material replaced through any other agency by the Bank at the contractors risk and cost.

42) Site order book: Site order book shall be maintained on the site for issuing instructions to the contractor in the course of day to day supervision of the work.

43) Hindrance register: A hindrance register shall be maintained at the site to have a record of hindrances in the progress of work which may result in delays.

**Excepted Matters**

39. The decision of Bank in respect of conditions described in para 2, para 4, para 11, para 26, para 23, para 28, Schedule of quantities, rates and percentage approved by bank shall be final & binding on the Contractor. These matters will not be subject of arbitrator under any circumstances.
SPECIAL CONDITIONS OF CONTRACT

1. The bar chart and work scheduling along with agreement to be executed on stamp paper and insurance policies to be submitted before taking up the works on site.

2. Payment will be made as per the details given in Annexure 1.

3. No workmen will be allowed to stay within NABARD’s premises.

4. The Employer will provide electricity and water, free of cost.

5. Permission, if any required, from the local statutory authorities / bodies shall be obtained by the contractor at his own cost.

6. The Contractor shall engage the necessary workers for removal of debris, waste, dust etc. as required by the Engineer-in-charge without extra cost and also redo the damages caused to the building /works without any extra cost to NABARD and dispose of the debris outside the municipal limits.

7. Work may have to be done during night-time to adhere to the time schedule for completion of the work, for which no extra charges will be paid.

8. The Contractor shall take out and maintain insurance policies as prescribed in General Conditions of Contract throughout the currency of the contract until the works are taken over by NABARD.

9. The contractor shall notify the Bank about the Statutory Approvals/permissions, if any, to be taken in respect of the work as mentioned in this tender and its subsequent operation and shall take full responsibility in obtaining the same as well as in complying with all statutory requirements.

10. During the defects liability period from the date of completion of works, the bidder is required to provide preventive maintenance of the all components, free of cost.

11. When storage is being provided, the surroundings and premises where such storage is located as well as the work of other agencies shall be protected and not damaged; if any damage is caused, it has to be made good to the satisfaction of the Employer at the contractor’s cost.

12. The contractor shall cover, secure and protect all the items of work, as directed, until the works are taken over by NABARD.

13. All the materials used in the work shall conform to the latest edition of BIS/ relevant Specifications and shall be of tested quality and subject to further tests, if required by NABARD, at no extra cost to NABARD.

14. Statutory deductions like income tax at source & surcharge thereon, works contract tax, service tax, etc. & surcharge thereon or other statutory deduction/s as applicable shall be deducted from bills /amounts payable to the contractor.
APPENDIX HEREIN BEFORE REFERRED TO

CLAUSE

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Defects Liability Period</td>
<td>One Year</td>
</tr>
<tr>
<td>19.</td>
<td>Period of Final Measurement</td>
<td>One months</td>
</tr>
<tr>
<td>26.</td>
<td>Date of Commencement</td>
<td>10th day of Issue of work order.</td>
</tr>
<tr>
<td>26.</td>
<td>Date of Completion</td>
<td>Date of virtual completion of the work</td>
</tr>
<tr>
<td>27.</td>
<td>Value of works for Interim Certificates</td>
<td>Nil</td>
</tr>
<tr>
<td>28.</td>
<td>Retention Percentage</td>
<td>5% of the bill value.</td>
</tr>
<tr>
<td>29.</td>
<td>Total Retention Money (Earnest Money + Retention Money)</td>
<td>5% of total value of work.</td>
</tr>
<tr>
<td>30.</td>
<td>Return of retention Money</td>
<td>Successful completion of defect liability period.</td>
</tr>
</tbody>
</table>

Scaffolding:  If required scaffolding is to be provided.

The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstance shall be admissible.

The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work.

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.
PROFORMA OF THE INDEMNITY BOND
(ON THE APPROPRIATE VALUE OF NON-JUDICIAL STAMP PAPER)

TO,
THE CHIEF GENERAL MANAGER,
NATIONAL BANK FOR AGRICULTURAL AND RURAL DEVELOPMENT,
11, VipinKhand,
Gomtinagar,
Lucknow - 226011

Dear Sir,
"Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow.” Works Order No.
Dated ______________ issued by NABARD to M/s. ______________.

Agreement between M/s. ______________ and NABARD Dated ______________
Furnishing of Indemnity Bond by the Contractor against the claims of the
Government and other Statutory Authority in respect of the work of "Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow.”

WHEREAS

1. The National Bank for Agriculture and Rural Development (NABARD in short) is getting “Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow.”

2. NABARD has invited tenders for the work of "Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow.”

3. It is one of the conditions of the tender that the tender rates shall be firm and shall not subject to variation on account of imposing of any taxes, duties, excise duty, Octroi, service tax etc. by the Government (Central or State) or by any other statutory authority of tenders by NABARD and that the Contractor shall indemnify NABARD from any or all of the claims in future from the Government (Central or State) or any other Statutory Authority in this behalf.

Now, therefore, this indemnity witnesseth that:

1. In Pursuance of the above we, M/s. ______________ do hereby agree to indemnify and keep indemnified NABARD from any loss, damages, costs, charges, fine and expenses which may be incurred or sustained by NABARD on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, Octroi, service taxes etc. on the materials or otherwise during the discharge by us of the said work of "Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow.”

2. We M/s. ______________ further agree and undertake to bear and pay the said taxes, duties, octroi etc. as and when imposed by the Government, Central or State.

3. any third party claims, civil or criminal complaints, liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.
4. Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any of our sub-contractor/s if any, servants or agents.

5. Any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act, 1923 and Employer’s Liability Act, 1938 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

6. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

7. We shall not revoke it without the written consent of NABARD.

Dated this ___________________ day of _______________________, Two Thousand__________________.

Signature of the Contractor
Seal
Name of Authorized Person.

Signature of the Contractor
Seal
Name of Authorized Person.
Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV+UF/SF+TDS controller

at

NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow

PART II (Financial Bid)
PREAMBLE TO SCHEDULE OF QUANTITIES

The work of Supply, Installation, Testing and Commissioning of RO Water Purifiers with UV +UF/SF +TDS controller at NABARD Officers Quarters, B- Block, La-Place, Hazratganj, Lucknow with its Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.

1. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.

2. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained once the contract is awarded.

3. Rate to be quoted against any item in the Schedule of Quantities shall be inclusive of all the materials, labor, equipment, facilities and direct and indirect overheads and profits necessary for safe and timely completion of item in accordance with the specifications.

4. Mode of measurements for any item shall be in accordance with IS 1200, if not mentioned in the item specifications. If there is any discrepancy the decision of NABARD shall be final.

5. Quantities allocated for various items are based on general inspection and as such they are only approximate. Variations to any extent are possible during actual execution for individual items as well as for whole work. It shall be the responsibility of bidder to assess the extent of variations and to account for the same in the quoted bid, no extra claim shall be entertained on account of variations in quantities for whatsoever reason.

6. If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.

7. Notes given in the Bill of Quantities should be read carefully before quoting the rates.

8. All quoted rates shall be inclusive of all taxes, Government Sales Tax (State & Central), service tax or any other taxes inclusive of octroi and excise duty, levies, wages, etc. as per minimum wages Act etc. No other claim whatsoever in this respect shall be entertained. The rates shall be firm for the duration of this contract plus authorized extension period, if any.

9. Rate quoted by the contractor shall include for removal of debris out of premises to the safe Municipal limit, removing stains and cleaning the site thoroughly and unless the same is done to the satisfaction of the Consultant/NABARD, the bill will not be settled.

10. Income Tax, Works Contract Tax or any other Tax as applicable such as Service Tax will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary
documentary evidence related to PAN and Certificate for Registration under Works Contract Tax, Registration under Service Tax.

11. The BIS/CPWD specifications shall be followed wherever applicable, and in the absence of it, the decision of NABARD will be final in respect of the specifications given by the NABARD.

12. The tender rates shall be firm and shall not be subjected to variations on account of fluctuations in market rates, taxes or any other reasons whatsoever.

13. RATES TO BE FILLED IN BILL OF QUANTITIES

The tenderer is requested to fill up rates both in figures and words. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

(a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.

(b) When the amount of an item not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.

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

14. The clients do not bind themselves to accept the lowest or any tender and reserve the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

15. Before tendering, the tenderer shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate quotation for any provisions as necessary.

DECLARATION BY THE CONTRACTOR

We/ I have read and understood all the instructions/conditions stated above and We/ I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place: ______________________  Signature of Contractor
Date: ______________________  Name and Seal

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## Schedule of Quantities

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, installation, testing and commissioning of RO purifier with UV + UF/SF +TDS controller of make Kent / Aquaguard or other approved equivalent as per technical specifications mentioned in section-V of tender, with all accessories if any, etc. complete along with all types of water pipe fittings, 3-pin socket etc. required to compete the job along with one year warranty and 02 free services which should include mandatory replacement of filters etc. as required and as specified. Contractors are advised to visit the site and get versed with the fitting before quoting the rates. Any damage done during installation has to be made good by the contractor within the quoted rates. No extra charges shall be allowed.</td>
<td>Nos</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Less buyback and removal of the existing water purifiers installed in Officers quarters on as is where is basis.</td>
<td>Nos</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Total cost net after Buy Back (1-2) (in figures)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Total cost net after Buy Back (1-2) (in words)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Rate of GST/CGST/SGST or any other tax will be as per rate fixed by Govt and this should be included in the quoted rates. No escalation in rates shall be given by the Bank on account of increase of OR levy of any tax/new tax.

2. The items given in BoQ are for complete work. The contractor has to understand the work thoroughly before quoting. Extra item associated with the item and required to compete the item shall be deemed to be included in BoQ and has to be done by the contractor at no extra cost to the Bank.

3. The contractors are advised to visit at site before quoting the rates and for the assessment of the requisite length of wiring etc.

4. The machines are to be installed on the 6, 7 & 8th floor and no extra charges for lifting upto the said floor shall be paid by the Bank.

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Signature of Contractor

Name and Seal

Place:  
Date:  
Address: