



**NATIONAL BANK FOR AGRICULTURE AND RURAL  
DEVELOPMENT**

**TENDER**

**VOLUME - I**

**TENDER FOR SUPPLY, INSTALLATION TESTING AND  
COMMISSIONING OF 29 DESKTOP PCs, 15 LAPTOPs AND 8 PRINTERS  
AT NABARD 3, NEHRU PLACE.,  
TONK ROAD, JAIPUR.**

ISSUED TO : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Last date of submission of Tender : 31 December 2008 ( 13:00 Hrs)

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT REGIONAL OFFICE  
BUILDING FOR NABARD AT JAIPUR

VOLUME - I

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## NOTICE INVITING TENDER

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**SUB : SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 29 DESKTOP PCs, 15 LAPTOPS AND 8 PRINTERS AT NABARD, 3, NEHRU PLACE, TONK ROAD, JAIPUR.**

1. National bank for Agriculture and Rural Development (NABARD) is intending to execute subject works. SEALED TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 29 DESKTOP PCs, 15 LAPTOPS AND 08 PRINTERS AT NABARD, 3, NEHRU PLACE, TONK ROAD, JAIPUR are invited for this work. You are requested to submit your offer in sealed envelope for the aforesaid work as per detailed specifications and schedule of quantities specified in the tender.

Tender document will be available from the office of the Chief General Manager, National Bank for Agriculture and Rural Development , Regional Office at 3, Nehru Place, Tonk Road, Jaipur-302015 from 16.12.2008 to 30.12.2008. Application for tender document shall be accompanied by Rs.500/- (Rupees Five hundred only) toward the cost of tender in the form of demand draft payable to NABARD, Jaipur. The tender document will be issued by hand on payment of the aforesaid sum, which will not be refunded under any circumstances.

Tender document can also be downloaded from the NABARD Website. In case of downloaded tender document, the tenderer should submit the tender document alongwith DD/PO of Rs. 500/- drawn in favour of NABARD, Rajasthan. The tender is liable to be rejected if not accompanied with this amount.

Each tenderer will be issued with the tender document containing Vol-1 comprising Notice Inviting Tender, Form of Tender, Instruction to the bidder , Article of Agreement, General condition of contract, Special conditions of contract, and Vol-II comprising Schedule of Quantities.

2. Tenderer having minimum 03 years experience in undertaking similar works and have completed minimum of two works of similar nature individually costing at least Rs.10 lakhs in last 3 years need only tender for the work.
3. Your sealed offer in the prescribed tender form in two separate envelopes should be submitted to Shri R. Narayan, The Chief General Manager, National Bank for Agriculture and Rural Development , Rajasthan Regional Office, Jaipur at 3, Nehru Place Tonk Road, Jaipur-302015 should be superscribed "Offer for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 29 DESKTOP PCs, 15 LAPTOPS AND 08 PRINTERS AT NABARD, 3, NEHRU PLACE, TONK ROAD, JAIPUR.

Envelope No. 1 containing : a) Earnest Money Deposit.

b) Volume-1 -comprising of

i) Notice Inviting Tender

ii) Form of Tender

iii) Instruction to Bidders

iv) General Condition of contract

v) Special Condition of Contact

Envelope No.2 containing : Volume II - Duly Priced Schedule of Quantities completed in all respects.

This shall not include any condition whatsoever. In case any conditions are included in Envelope No.2 , the same shall not be taken in to consideration. The tender in such case is liable to be rejected.

- 4 Envelope No. 1 will be opened at 15.00 Hrs on 31.12.2008 in the presence of bidders/their authorised representative who choose to be present.
- 5 After opening of the Envelope No. 1 and assessing the conditions , the Employer will , if they so decide , inform all the tenderers regarding any modification in the tender conditions. Bidders who agree to the changed condition along with the original in TOTALITY will be allowed to make modification if they so wish , in their tender prices by means of a letter to be submitted in sealed cover along with their price bid. The tender will be rejected if any bidder proposes any deviation from the above accepted conditions.
- 6 The envelope No. 2 shall be opened only in respect of those bidders who after discussion bring their tenders in line with the requirement of tender document and if the tenders are acceptable to the Employer. The decision of the employer in this regard shall be binding on the bidders and not open to question or appeals. The date and timing of opening the Envelope No. 2 shall be intimated after opening of envelope No. 1.
- 7 Tender received late on account of any reason whatsoever as also telegraphic and Faxed Tenders shall not be entertained.
- 8 The Earnest Money Deposit of Rs.50000/- by Demand Draft of any Scheduled Bank in favour of NABARD payable at Jaipur should be submitted along with the tender.
- 9 Completion period of work mentioned in this tender shall be 01(one) month which shall be reckoned from the 7th day of receipt of work order.
- 10 Liquidated damages for delay shall be 0.25% (Zero Point Two five percent) of the accepted cost of tender per week beyond the stipulated date of completion, up to a maximum of 5%(five Percent only) of the contract amount.
- 11 Defect liability Period shall be 12 months after the certified date of Virtual Completion Certificate during which period the tenderer shall maintain the system/equipment in normal working condition for all items except for specialised items where the period is mentioned separately.
- 12 Validity of the offer shall be 120 days from the date of opening of Envelope No. 2.
- 13 The Contractor, on award of work shall take comprehensive Contractor's All Risk insurance policy for the full value provided under this contract, Workman Compensation policy and 3rd part liability, for entire duration of the project. The third party insurance shall be against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer by or in course of execution of works. This insurance shall be in sum equivalent to 2% of the estimated value of the work, subject to the minimum of Rupees 5 Lakhs.
- 14 NABARD reserves the right to accept or reject any or all tenders, the work in part or whole of any firm/firms, without assigning any reason for doing so.

Thanking you

Yours faithfully

(Shri R. Narayan)  
CHIEF GENERAL MANAGER

NATIONAL BANK FOR AGRICULTURE  
AND RURAL DEVELOPMENT  
REGIONAL OFFICE - JAIPUR  
3, NEHRU PLACE , TONK ROAD,  
JAIPUR-302015

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,**  
**JAIPUR**

**FORM OF TENDER**

Place: Jaipur  
Date: 16.12.2008

The Chief General Manager  
Rajasthan Regional Office,  
NABARD,  
3, Nehru Place,  
Tonk Road,  
Jaipur

Dear Sir,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works 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, General Conditions, Schedule of Quantities and Special Conditions of Contract and with such materials as are provided for, and in all other respects and in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

- |  |   |  |
|--|---|--|
| (a) Description of works<br>laptops and<br>NABARD, Jaipur                                | : | Supply, installation, testing and<br>commissioning of 29 PCs, 15<br>08 printers at |
| (b) Estimated Cost   | : | Rs.25,00,000.00 (Rupees Twenty Five<br>Lakhs Only)                                 |
| (c) Earnest money  | : | Rs. 50,000/-   |
| (d) Percentage, if any,<br>to be deducted from bills                                     | : | 10% as retention money from bills  |
| (e) Time allowed for completion<br>of the works from 7th day of<br>receipt of work order | : | 01 month   |
- 
- 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 and in default thereof to forfeit and pay to the Rajasthan Regional Office, NABARD, the amount mentioned in the said conditions.
  - 3 I/We have deposited a sum of Rs. 50,000 as earnest money with NABARD, Jaipur, 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 by me/us to NABARD, Rajasthan.
  - 4 The lists showing the particulars of large works carried out and the names of manufacturers of specialised items as required, is enclosed.
  - 5 Our bankers are :

(i)

(ii)

The names of partners of our firm are

(i)

(ii)

Name of the partner of the firm authorised to sign  
OR

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

Yours faithfully

\_\_\_\_\_  
( Signature of Vendor/contractor )

(Signatures and addresses of witness)

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between NABARD, Rajasthan having its Head Office at Mumbai (therein after called “the employer”) of the one part and (hereinafter called “the Vendor/contractor”) of the other part.

Whereas the Employer is desirous of carrying out the work of Supply, installation, testing and commissioning of 29 Personal Computers and 15 laptops and 8 printers at NABARD, Jaipur and has caused specifications describing the work to be done to be prepared by Rajasthan Regional Office , NABARD, Rajasthan.

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

AND WHEREAS the Vendor/contractor has agreed to execute the works subject to the Condition set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Condition 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 times and in the manner set forth in the said conditions, the vendors/contractors shall upon and subject to the said conditions execute and complete the work shown upon the said location and described in the said specifications and the schedule of quantities.
2. The employer shall pay the vendor/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 herein before mentioned, the Chief General Manager, Rajasthan Regional Office , NABARD, Rajasthan shall act on behalf of the National Bank.
4. The said conditions 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 29 Personal Computers and 15 laptops and 8 printers at NABARD, Jaipur, to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable quantities provided in the said Conditions.
7. The Employer reserves to himself the right of altering the quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.
8. Time shall be considered as the essence of this Contract and the Vendor/contractor hereby agrees to commence the work soon after the site is handed over to him or

from 7th day from the date of issue of formal works order as provided for in the said conditions whichever is later and to complete the entire work within one month.

9. All payments by the Employer under this contract will be made only at Jaipur.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.
11. That the several parts of this contract have been read by the Vendor/contractor and fully understood by the Vendor/contractor.

If the vendor/contractor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association

IN WITNESS WHEREOF the Employer and Vendor/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 Vendor/contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day & year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY 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 \_\_\_\_\_

(2) \_\_\_\_\_  
Address \_\_\_\_\_

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

Witnesses

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

If the vendor / contractor is signing by the hand of power of attorney, whether a company or individual

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

Directors, who have signed these presents

in token thereof in the presence of

(1) \_\_\_\_\_

(2) \_\_\_\_\_

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

## INSTRUCTIONS TO BIDDERS

### **1.0 Location**

1.1 The site is at 3, Nehru Place, Jaipur at Regional office for NABARD

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

### **1.3 Site Visit**

The bidders must obtain for himself on his own responsibility and at his own expenses, all information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local laws, regulations and practice.

### **2.1 All Pages to be initialled**

All signatures in tender documents shall be dated as well. All pages of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender papers by the bidder or by a person holding power of attorney authorising him to sign on behalf of the bidder before submission of tender ( A letter authorising the signatory should accompany the tender).

### **2.2 Rates to be given in Figures and Words**

The bidders should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Quantities for each item and in such a way that the interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items, both in figures and words. The tendered amount for work shall be entered in the tender and duly signed by the bidder. In case of difference in words & figures of any rate or in the amount the following procedure shall be followed.

- i. When there is a difference between the rates in figures and in words, the rates which correspond to the amount worked out by the bidder shall be taken as correct.
- ii. When the amount of the items is not worked out by the bidder or it does not correspond with the rate written either in figure or in words, then the rate quoted by the bidder in words shall be taken as correct.
- iii. When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.

### **2.3 Corrections and Erasures**

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

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

### **3.0 INFORMATION REQUIRED ALLONGWITH TENDER**

The following details are required to be submitted along with the tender. The tenders submitted without the following details are liable for rejection :

A. Details of similar works executed in the last 3 years in the following proforma, with names and postal addresses of Clients along with copies of letters of intent, work orders and other documents in evidence of award of work to the tenderer.

Sl. No.	Name of work and location	Nature of work involved in the contract	Name of the owner and Architect/ Consultant with full address telephone numbers	Contract Amount	Completion period		Whether the work was left incomplete or contract was terminated from either side. Give full reasons	Any other relevant information including reasons, if any, for delay in completion of work.
					Stipulated	Actual		

B. Latest of Income Tax, Sales Tax clearance certificates.

C. Power of Attorney in the name of persons who has signed the tender document.

#### 4.0 EARNEST MONEY

4.1 The vendor must pay the amount of Earnest Money Deposit as mentioned in Form of Tender. Earnest Money Deposited by Tenderers will not carry any interest.

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

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

4.4 The E.M.D. Deposited by successful bidder (s) will be retained towards the security deposit for the fulfilment of the contract.

#### 5.0 VALIDITY

Tenders submitted by bidders shall remain valid for acceptance for a period of 120 days from the date of opening of envelope - 2. The bidders shall not be entitled during the validity, without the consent in writing of owner to revoke or cancel his tender or to vary the tender given or any terms thereof.

#### 6.0 ADDENDA

6.1 Addenda to the tender document may be issued prior to the date of opening of the priced tenders to clarify documents or to reflect modifications to the design or contract terms.

**6.2** Each addendum issued by the Employer will be distributed to each person or organisation to whom a set of tender documents has been issued. Each recipient will submit the same along with his tender. All addenda issued by the Employer shall become part of Tender Documents.

**7.0 RIGHT TO ACCEPT OR REJECT TENDER**

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

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

**8.0 TIME SCHEDULE**

The time allowed to complete the work shall be as stipulated in the Form of Tender.

**9.0 LIQUIDATED DAMAGES FOR DELAYED COMPLETION**

As per Clause No. 10 of Notice Inviting Tender.

**10.0 RATES**

The Employers are not concerned with any rise or fall in the prices of any material. The rates quoted shall include all costs, allowances, duties, royalties, taxes including work contract tax or any other charge including enhanced labour rates etc, which may be enacted from time to time by the State or Central Government. The prices shall not be affected by any fluctuations in the rupee exchange rate during the price validity period, whatsoever. Under no circumstances Employer shall be held responsible for compensation or loss to vendor/contractor due to any increase in the cost of labour or material etc.

**11.0 ELECTRICITY**

Electric supply shall be made at site, without any charge.

**12.0 SIGNING OF THE CONTRACT**

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

**13.0** On acceptance of the tender, the name of the accredited representative of the Vendor/contractor, who would be responsible for taking instructions from the Employer, shall be communicated to Employer.

**14.0 SCOPE OF WORK**

The vendor/contractor selected for execution of the work shall be conversant with all code of practises, rules of local authorities and procedures for obtaining approvals from various authorities as the case may be.

The general technical specification and the description of work are given in the Technical specifications.

**15.0 RETENTION MONEY**

The total retention money recovered from running bills shall be 10% of contract value including Earnest Money deposited. The retention money will be deducted from running account bills of 10% of gross value of each running bill.

The vendor/contractor would be paid the above retention deposit after six weeks from the virtual completion and the installation having handed over to Bank and on submission of Performance Bank Guarantee **as per enclosed proforma**, or at the end of the warranty period.

## General Conditions of Contract

1. Sealed Tenders (in two envelopes) in duplicate shall be addressed to The Chief General Manager, National Bank for Agriculture and Rural Development, Jaipur and superscribed "Supply, installation, testing and commissioning of 29 Personal Computers, 15 laptops and 8 printers at NABARD, Jaipur" and send so as to reach him not later than **01.00 p.m. on 31.12.2008**. 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 **01.00 p.m. on 31.12.2008** under any circumstances whatsoever.
3. (a) Tenders (envelope-1) will be opened at **03.00 pm on the same day** at his office by The Chief General Manager, National Bank for Agriculture and Rural Development, Jaipur or any other officer designated for this purpose by him in the presence of 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 120 days from the date of opening of envelope-2, 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 to fill in the rates.
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 is missing or unsigned the tender may be considered invalid by the Bank at its discretion.  
(b) Rate should be quoted both in figures & words in the columns specified. Tenderer should quote the rates for each item. 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 enter into the proposed contract, otherwise the tender may be rejected by the Bank.
5. NABARD, Rajasthan 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 whole or in part, without assigning any reasons for doing so.
6. (a) Intending tenderers shall pay as earnest money a sum of **Rs. 50,000/- by way of demand draft/pay order drawn on a Scheduled Bank** and payable at Jaipur in favour of National Bank for Agriculture and rural Development, Jaipur. Tenders not accompanied by EMD will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalization of work order.

**(b) Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipts or Bank or Insurance guarantee or cheque.**

7. The Earnest Money Deposit of Rs 50,000 by the successful tenderer shall be held by NABARD, Jaipur as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit.
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 sign an agreement in accordance with the draft agreement and the said conditions but the written acceptance by 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 fulfilment of the contract by the vendor/contractor, 10% of the value of work done will be deducted by the Employer from each payment to be made to the Vendor/contractor until the retention money and the earnest money deposit together amount to 10% of contract value. This 10% amount will be released by the employer after the warranty period or on submission of performance Bank guarantee (as per enclosed proforma) for the said amount **after six weeks** from the date of completion of work. The amount retained by the employer shall not bear any interest.  
  
(b) All compensation or other sums of money payable by the Vendor/contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Vendor/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 Vendor/contractor will have to submit the Machine Installation Report (MIR) in three sets. System Information printout will be taken at the site and attached with the MIR. The MIR will be signed by your engineer installing the machine and configuring the network which will be countersigned by our representative. One set will be retained in our office, the second set will have to be submitted along with the invoice, while the third one may be retained by you.
11. **The warranty will be comprehensive on our site i.e Jaipur for three years for desktop PCs and one year for Laptops at Jaipur & other District headquarters. Vendor/contractor will have to provide necessary maintenance/support service for the hardware during the warranty period. Vendor/contractor will have to respond either on the same day or at the most next day of lodging the complaint.**
12. The Vendor/contractor shall submit Indemnity bond in the enclosed proforma for the software supplied alongwith the PCs & Laptops
13. The Vendor/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 vendor/contractor rescinding the contract whereupon the security deposit shall stand forfeited to the employer, without prejudice to his other remedies against the vendor/contractor.
14. A schedule of probable quantities in respect of each item and specifications accompany these general conditions. The schedule of probable quantities is liable to alternation by omissions, 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 totalled in order to show the aggregate value of the entire tender.

15. 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 and nature of the work and all matters pertaining thereto.
16. Tenderers must include in their rates, service 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 claim in respect of sales tax, excise duty, octroi or other tax duty or levy shall be entertained by the employer.
17. The vendor/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.
18. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the vendor/contractor and it shall be reckoned from the 7th day of receipt of work order. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence and if the vendor/contractor fails to complete the work within the specified period, the Bank shall have the right to (i) levy interest at PLR of State Bank of India on the sum(s) advanced, if any, for the period of delay and (ii) claim damages in case of repudiation of the contract which will be equivalent to the difference between the market price on the date of such repudiation and the rates quoted by vendor/contractor. The Bank shall also be entitled to recover such interest and damages from the sums, if any, payable to vendor/contractor.
19. Tenders will be considered only from recognised bonafide vendors/contractors in the trade. Each tenderer 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 vendor/contractor in it and the time within which the works were completed.
20. The successful tenderer must co-operate with the other vendor/contractors appointed by the employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the employer.
21. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

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

Witness

Signature of Tenderer: \_\_\_\_\_

Date : \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## THE CONDITIONS HEREIN BEFORE REFERRED TO

### INTERPRETATIONS

1) In construing these conditions, the specifications, schedule of quantities and contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires :-

- a. Owner/Employer shall mean National Bank for Agriculture and Rural development and shall include its assigns and successors.
- b. Vendor/Contractor shall mean person or persons, firm or company whose tender has been accepted by the owner and shall include his/their heirs and legal representative, and the permitted assigns.
- 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 vendor/contractor's use.
- d. This Contract shall mean the form of tender, instruction to bidders, articles of agreement, general conditions of contract, special conditions of contract, schedule of quantities and specifications attached here to and duly signed.
- e. 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.
- f. 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.
- g. The works shall mean Supply, Installation, Testing and Commissioning of 29 Desktop PCs, 15 Laptops and 8 printers at NABARD, 3 Nehru Place, Jaipur 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) Scope of Contract:**

The vendor/contractor shall carry out and complete the said work in every respect in accordance with the contract and with the directions of and to the satisfaction of the employer. The employer may, in his absolute discretion and from time to time issue further written instructions, 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 vendor/contractor and the substitution of any other material therefor.
- d. The removal and/or re-execution of any works supplied/executed by the vendor/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 as stated by the employer.

The vendor/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 vendor/contractor or his representatives upon the works by the employer shall, if involving a variation, be confirmed in writing by the vendor/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 employer shall have a right to delete any items of work from the scope of contract and vendor/contractor shall not make any extra claim on this account. The employer also reserves their right to split the work and award the same to different vendors/contractors.

**4) Vendor/contractor to provide everything necessary:**

The vendor/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 vendor/contractor finds any discrepancy in the same in writing refer same to the employer who shall decide which is to be followed, and their decision shall be final and binding on all parties.

**5) Authorities, Notices, Patents, Rights and Royalties:**

The vendor/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 vendor/contractor shall not within ten days, receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, Bye-laws, in question.

The vendor/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 vendor/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, licence fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

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

7) Adequate precautions shall be taken to prevent danger from electrical equipment. No equipment/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 vendor/contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence 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.

**8) Materials and Workmanship to conform to Description:**

All materials and equipment 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 vendor/contractor shall, upon the request of the employer, furnish him with all invoices, accounts, receipts and other vouchers to prove that the equipment/material comply therewith. The vendor/contractor shall, at his own cost, arrange for and/or carry out any test of any equipment/material which the employer may require.

**9) Vendors/Contractors Superintendence and Representative on works:**

The vendor/contractor shall give all necessary personal superintendence 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 vendor/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 directions, explanation, instructions or notice given by the employer to such representative shall be held to be given to the vendor/contractor.

10) The vendor/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.

11) 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 equipment/material are lying or from which they are being obtained, and the vendor/contractor shall give every facility to the employer, and their representatives necessary for inspections and examination and test of the materials and workmanship. No person unauthorised by the employer except the representatives of Public Authorities shall be allowed on the works at any time.

**12) Assignment or Subletting:**

The whole of the works included in the contract shall be executed by the vendor/contractor and the vendor/contractor shall not directly or indirectly transfer, assign or underlet the contract or any part share thereof or interest therein without the written consent of the employer; and no undertaking shall relieve the vendor/contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

13) No alteration, omission or variation shall vitiate this contract but in case the employer think proper at any time during the progress of the works to make any alterations in or addition to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing and under his hand to the vendor/contractor, the vendor/contractor shall alter, add to or omit from as the case may require, in accordance with such notice, but the vendor/contractor shall not do any work extra to or make any deviations from any of the provisions of the contract, stipulation, specification without the previous consent in writing of the employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the employer in accordance with the provisions of clause 17 hereof, and the same shall be added to or deducted from the contract amount accordingly.

**14) Errors in the Schedule of quantities:**

The schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof ascertained under clause 17 hereof shall be added to or deducted from the contract amount (as the case may be) provided that there shall be no rectification of error in the vendor/contractor's schedule of rates.

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

**16) Measurement of Works:**

The employer may from time to time intimate to the vendor/contractor that he requires the works to be measured; and the vendor/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. The mode of measurements shall be as detailed out under para mode of measurement in the chapter specifications in this tender.

Should the vendor/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 Vendor/contractor or his agent may at the time of measurement take such notes and measurements as he may require.

**17) Prices for Extras etc. Ascertainment of:**

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of works thus ascertained are less or greater than the 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 or 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 Vendor/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 circumstances he shall think reasonable and proper.

(d) Where extra work can not be properly measured or valued, the Vendor/contractor shall be allowed day work prices as the net rates stated in the Tender or the Priced Schedule of Quantities or; if not so stated then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time and materials 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 6 months of the completion of the Contract.

18) Where in any Certificate (of which the Vendor/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 Vendor/contractor shall be liable for any loss or damage to such materials.

**19) Removal of Improper work and Materials:**

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 materials or workmanship not in accordance with the specification or instructions; and the Vendor/contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Vendor/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 Vendor/contractor, or may be deducted by the Employer from any moneys due or that may become due to the Vendor/contractor.

**20) Defects after completion:**

Any defects or faults which may appear within the "Defects Liability Period" stated in the appendix hereto or, if none stated, then within 12 months 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 amended and made good by the Vendor/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 Vendor/contractor and such damages, loss and expenses shall be recoverable from him by the Employer from the amount which may become due to the Vendor/contractor or the Employer may in lieu of such amending and making good by the Vendor/contractor, deduct from any moneys due to the Vendor/contractor a sum equivalent to the cost of amending such work and in the event the amount retained as Retention Money being insufficient, recover the balance from the vendor/contractor.

**21) Certificate of Virtual Completion of Works:**

The Vendor/contractor shall report in writing to the employer in the form of a certificate as per the proforma given, as and when the works are completed in all respects. The employer shall, after due verification of the works, issue to the vendor/contractor a certificate to be called "Virtual Completion Certificate". The defects liability shall commence only from the date of actual possession.

**22) Insurance Contract Conditions:**

The Vendor/contractor shall take comprehensive Vendor/contractor all risk insurance policy for the full value provided under this contract, workman compensation policy and 3rd party liability for entire duration of the project. The third party insurance shall be against any damage or loss or injury which may be caused to any person or property including the employee or servants of the employer by or in the course of execution of the works. This insurance shall be in a sum equivalent to 2% of the estimated value of work, subject to minimum sum of Rupees 5 lacs.

All the insurance policies shall be deposited with the employer in original. No work shall be commenced by the vendor/contractor unless he has obtained the insurance and deposited the original policies with the employer.

23) The Vendor/contractor shall be responsible for all injury to person, animals or things, and for all structural and decorative damages 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 Contract. This clause shall be held to include, inter alia, any damages to roads, streets, foot-paths, bridges or ways as well as all damage caused to buildings and work forming the subject of this Contract, by frost or other inclemency of weather. The Vendor/contractor shall indemnify the Employer 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 damage under any Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

The Vendor/contractor shall reinstate all damages of every sort mentioned in this Clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.

The Vendor/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 and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved office a Policy of Insurance in the joint names of the Employer and the Vendor/contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Vendor/contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract in respect of any employee of the Vendor/contractor or any Subcontractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved office a Policy of Insurance in the joint names of the Employer and the Vendor/contractor against such risks and deposit such policy or policies with the Employer from time to time, during the currency of the Contract.

The Vendor/contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of any incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or 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 damages, 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 Vendor/contractor.

24) The Vendor/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 on or before the "Day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

25) If the Vendor/contractor fails to complete the work by the date stated in the Appendix or within any extended time, the Vendor/contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages" and the Employer may deduct such damages from any moneys due to the Vendor/contractor.

28) If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Vendor/contractor's own default or (d) by the works or delays of other Vendor/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 or 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 lockout the Vendor/contractor shall as soon as may be, give written notice thereof to Employer, but the Vendor/contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

27) If the Vendor/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 Vendor/contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any moneys due or to become due to the Vendor/contractor.

28) If the Vendor/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 fulfil, the Contract and to give security therefor, if so required by Employer.

OR if the Vendor/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 creditors of the Vendor/contractor,

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

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

OR if the Vendor/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 from 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 Vendor/contractor for seven days after written notice shall have been given to the Vendor/contractor requiring the Vendor/contractor to observe or perform the same, or
- vi. has in defiance of the Employer's instructions to sublet any part of the Contract.

Then and in any of the said cases the Employer may notwithstanding any previous waiver after giving seven days' notice in writing to the Vendor/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, scaffoldings, 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 in carrying on and completing the work or by employing any other Vendor/contractors or other person or persons to complete the works and the Vendor/contractor shall not in anyway interrupt or do any act, matter or thing to prevent or hinder such other Vendor/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 in writing to the Vendor/contractor to remove

his surplus materials and plants and should the Vendor/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 Vendor/contractor for the amount realised.

29) The Vendor/contractor shall be paid by the Employer from time to time by instalments on account of the works executed when in the opinion of the Employer work to the approximate value named in the Appendix as "Value of work for interim Payments" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract subject however, to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Payments" until the total amount retained shall reach the sum named in the Appendix as "total Retention Money" after which time the instalments shall be up to the full value of the work subsequently so executed and fixed in the Building. And the Vendor/contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in 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 defect made good according to the true intent and meaning thereof whichever 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 Vendor/contractor from his liability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

30) The Employer shall have a right to cause a technical examination of the works and the final bill of the Vendor/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 overcertified, it shall be lawful for the Employer to recover the sum.

31) If, for any reason, the Employer is obliged, by virtue of the provisions of subsection(1) of Section 12 of the workmen's Compensation Act, 1923 to pay compensation to a workman employed by the Vendor/contractor, in execution of the works, the Employer will recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Vendor/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 vendor/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.

### **32. Safe custody and storage:**

Safe custody of all machinery and equipment supplied by the firm shall be his own responsibility till final taking over by the owner. The owner may however, allow the vendor/contractor to use the space ( to be provided by employer) for temporary storage of equipment, if such spaces are ready and available.

### **33. Protection in Tansit:**

All the equipment/material shall be suitably protected to prevent damage during transport. Any damage caused at any time shall be suitably rectified free of cost by the Vendor/contractor.

### **34. Test Certificate:**

All the manufacturer's certificate showing that the material have been tested in accordance with the requirements of the appropriate Indian standard/other relevant standard specification or this specification, are to be supplied free of charge as when required by the owner.

The Vendor/contractor shall be required to produce manufacture's quality certificates for the material supplied by the vendor/contractor. Notwithstanding the manufacturer's certificates the employer may ask for testing of material in approved test houses. The test result shall satisfy the requirement of the relevant Indian standards. Whenever quality certificates are missing or incomplete or when material quality differs from standard specifications, the vendor/contractor shall conduct all appropriate tests as directed by the employer at no extra cost. Material for which test certificates are not available or for which test results do not tally with relevant standard specifications, shall not be used.

### **35. Arbitration:**

If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer or its Chief Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days notice in 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 Vendor/contractors within thirty days of the Notice for Conciliation/Arbitration a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the Vendor/contractors.

The Vendor/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 Vendor/contractors the panel of three names as aforesaid within the period specified, the Vendor/contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer 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 Vendor/contractor accordingly, the Vendor/contractors shall be entitled to appoint one of the persons from the panel as Conciliator or the Sole Arbitrator and communicate his name to the Employer.

If the person so appointed is 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 from 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 referred to the Arbitration, 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 Vendor/contractors also hereby agree that the Arbitration 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.

## VIRTUAL COMPLETION CERTIFICATE

(Draft of the letter to be written by the Vendor/Contractor to the EMPLOYER in connection with the Virtual Completion Certificate as per **clause no. 21 on page 23** of the contract)

Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with material and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Signature of the Contractor

Name :

Address :

## Annexure I

### PERFORMANCE BANK GUARANTEE

National Bank for Agriculture and Rural Development  
Jaipur Regional Office

This deed of guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ by (*Name of Bank giving guarantee*) having its registered office at \_\_\_\_\_ and amongst all places a branch at (*address of bank branch giving guarantee*) and wherever the context so require includes its successors and assigns (hereinafter called the "Surety") for the favour of National Bank for Agriculture and Rural Development, Jaipur Regional Office and wherever the context so requires includes its successors and assigns (hereinafter called the "Purchaser").

1. The purchaser has placed an order no. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the "Said Order") with (*Name of Vendor*) a Company having its registered office at (*Address*) and wherever the context so requires includes its successors and assigns (hereinafter called or referred to as "The Supplier").
2. Under the terms of order, the supplier is required to furnish the purchaser at this own cost a Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for fulfilling the conditions of technical delivery in the purchaser order towards guarantee against all manufacturing defects for a period upto \_\_\_\_\_ in lieu of retention of an amount of 10% of the value of the order towards satisfactory fulfilment of the order and for defects, if any, noticed during the warranty period of one year from date of satisfactory installation.
3. The Surety at the request of the Supplier who are constituents of surety agreed to issue a Bank guarantee in terms of the said order on behalf of the supplier and the purchaser has agreed that the supplier shall repair or replace free of cost, equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clause of the said order.
4. The Surety binds himself to pay to the purchaser to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in case of failure on the part of the supplier to perform this guarantee provided the purchaser informs the surety in writing to this effect. The surety binds himself to pay the amount immediately pursuant to the said demand notice notwithstanding any dispute that may exist or arise between the purchaser and supplier or any other person.
5. Notwithstanding anything contained herein above, the liability of the surety in respect of this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_); in case of failure on the part of the supplier to perform this guarantee provided, the purchaser informs the surety in writing to this effect.
6. This guarantee shall remain in force upto \_\_\_\_\_.
7. The guarantee shall not be discharged or released from the guarantee by any arrangement between the Purchaser and the Supplier with or without consent of the Surety or by any alteration in the Obligations of the Parties or by any indulgence, forbearance whether as to payment, time, performance or otherwise.

8. This guarantee shall not be affected by any change in the constitution of the supplier by absorption with any other body or corporation or any other and this guarantee will be available to or enforceable by such body or corporation.
9. Unless a claim under this guarantee is made by the purchaser against the bank on or before **(6 months after end of warranty period)** all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee.
10. And this bank guarantee after shall cease to exist if there is no claim on or before **(6 months after end of warranty period)**.

Notwithstanding anything contained herein above, the liability under this guarantee is restricted to an amount not exceeding Rs. \_\_\_ (Rupees ) and the guarantee shall remain in full force and effect until . Unless action to enforce the claim is filed on or before **(6 months after end of warranty period)** all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

DATED AT JAIPUR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**Annexure II**

**LETTER OF INDEMNITY**

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Jaipur Regional Office

Dear Sir,

**Sale of Systems Software, Compilers and Utilities**  
**to be used on Personal Computers / Servers** \_\_\_\_\_

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'the Bank') has expressed desire to purchase Systems software, compilers and utilities to be used on Personal Computers for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package', subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OF INDEMNITY WITNESS THAT :

We, the \_\_\_\_\_ hereby declare and certify that we are the rightful owners/ licenses of the said systems package offered for sale to the Bank and that the sale of the said systems package to the National Bank does not infringe the property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ hereby agree to indemnify and keep indemnified and harmless the Bank, servants, agents and other authorised persons against any action that may be brought against them for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to the Bank and will defend the same at our cost and consequences, and will pay or reimburse the Bank, its officers, servants, agents and other authorised persons from all the costs and other expenses that may be put to or incur in that connection.

SCHEDULE

Yours faithfully

(Name and Designation of Authorised Official)



**NATIONAL BANK FOR AGRICULTURE AND RURAL  
DEVELOPMENT**

TENDER

VOLUME - II

TENDER FOR SUPPLY, INSTALLATION TESTING AND  
COMMISSIONING OF 29 DESKTOP PCs, 15 LAPTOPS AND 8 PRINTERS  
AT NABARD 3, NEHRU PLACE.  
TONK ROAD, JAIPUR.

***BILL OF QUANTITIES***