Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buy back of 92 water purifiers for two colonies of NABARD in Pune

MAHARASHTRA REGIONAL OFFICE

TENDER SCHEDULE

Issue of Tender : 05 February 2021
Pre-Bid Meeting : 15th February 2021 at 11.00 am
Last date for submission of Sealed Tender : 26th February 2021 by 2.00 pm
Opening of Technical Bids : 26th February 2021 at 3.00 pm
Opening of Price Bid : Will be communicated

Client:
CHIEF GENERAL MANAGER
NABARD, MAHARSHTRA REGIONAL OFFICE
54, WELLESLEY ROAD, SHIVAJI NAGAR
PUNE – 411005
PART-1 (TECHNICAL BID)
Ref.No. NB.MRO.Pune/DPSP/ 5672/Water Purifiers/2020-21 05 February 2021

1. NOTICE INVITING TENDER

M/s.

Dear Sir

Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune.

National Bank for Agriculture and Rural Development (NABARD) invite tenders for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers for two colonies of NABARD at following locations:

1. NABARD Officers Quarters, Narangi Baug Lane, 9A Boat Club Road, Pune-411001.
2. NABARD Staff Quarters, Salisbury Park, Gultekdi, Pune-411037.

Interested parties are requested to submit the Bids in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

2. Sealed Bids in TWO separate sealed Envelopes indicating clearly “Envelope - No.1 - Technical bid" and 'Envelope No.2 – Price bid', shall be addressed to CHIEF GENERAL MANAGER, NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE – 411005 and Envelops should also be super scribed “Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune.” Last date for the submission of tender is 26th February 2021 by 2.00 pm. Technical bids will be opened on 26th February 2021 at 3.00 pm. Price Bids will be opened only for the eligible bidders and date for the same shall be communicated at later.

3. This NIT (tender document) can be downloaded from our website at https://www.nabard.org/English/Tenders.aspx. The tender document will be available on the website, till the last date of submission.

4. The two envelopes must carry the following:

Envelope no. 1:
   a) “Technical bid” of tender with every page signed and stamped.
   b) Duly signed and stamped Pre-contract integrity pact as per chapter 13 of this tender. Tenders without integrity Pact will be rejected.
c) Bar Chart indicating the program for the execution of the work.

d) An initial part amount of **Rs 45,000/- (Rupees Forty Five Thousand Only)** towards Earnest Money Deposit (EMD) shall be credited to our Current Account as per the details given here:-

<table>
<thead>
<tr>
<th>Name of the Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>HEAD OFFICE MUMBAI</td>
</tr>
<tr>
<td>Ifs Code</td>
<td>NBRD00000002</td>
</tr>
<tr>
<td>Account Number</td>
<td>NABADMN26</td>
</tr>
</tbody>
</table>

Payment receipt shall be enclosed in this envelope. The tenders without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

e) The Initial Security deposit (ISD), which will be 2% of the accepted value of the tender minus initial part payment i.e. EMD, shall be submitted by the successful tenderer into the above account within 15 days of intimation to him of acceptance of his tender. No interest shall be paid on the ISD.

f) Power of attorney authorizing the person to sign the tender.

g) Conditions, if any. The clarifications/conditions, if any, shall be examined and discussed with the bidders and the conditions that are acceptable to the Bank shall be intimated to the bidders. The bidders will have to agree to the conditions which are acceptable to the Bank but they will be allowed to quote percentage either at par, above or below of their priced tender already submitted in a sealed cover taking into consideration the financial implication of the conditions agreeable to the Bank. This letter containing the bidder’s price adjustment (either at par, below or above) shall be submitted in duplicate in a sealed cover on or before a date fixed subsequently and informed to the bidders by the Bank. This letter together with sealed cover Envelope No.2 containing the priced tender shall be opened on the scheduled date/time in the presence of bidders, if they choose to be present, for the purpose of ranking for award of the contract.

**Envelope No.2:**

a. Price Bid shall be addressed to **CHIEF GENERAL MANAGER/OIC, NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE - 411005.**

b. Envelope No.2 shall not contain any condition whatsoever and any conditional price bid shall be rejected.
c. Envelope No.2 will be opened on a suitable date, which will be communicated to bidders separately. Price Bid envelopes shall be opened only in respect of those tenderers who are found to be eligible as per the prequalification criteria specified by NABARD and have complied with all the requirements in tender document.

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

6. A pre-bid meeting will be held at **NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE – 411005 at 11.00 am on 15th February 2021** with the prospective bidders, to clarify any issues pertaining to the tender. The bidders are expected to thoroughly read the tender document before being present for the pre-bid meeting, so as to understand all aspects of the work.

7. Before filling up the tenders, the bidders may note the following:
   a. The bids shall remain valid and open for acceptance for **03 months** from the date of opening of Envelope No.1. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
   
   b. **Time of Completion**: Time is the essence of the contract. The work shall be completed within **03 weeks** from the date of issue work order/letter of acceptance of tender. The Contractor shall be allowed to execute the work after working hours, in nights & on holidays, with the prior permission from NABARD. No extra payments will be made for the work being done during the odd hours.

   c. Liquidated **damages** for delay in completion, beyond the completion period, shall be recovered from the final bill of the contractor and the quantum shall be calculated at **0.25%** per week of the estimated cost subject to maximum of **5%** of the accepted tender amount.

   d. 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.

   e. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

   f. The tenderer, apart from being a competent contractor must co-ordinate himself with all the agencies as and when required.

   g. Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel.
etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the NABARD in any circumstances.

1. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the full and final payment of the contractor will be settled after the satisfactory execution of these item.

m. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to CHIEF GENERAL MANAGER, NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE, 411005 who will review the questions and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Tender 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 last date of submission of the tender.

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

o. The successful bidder shall execute an agreement on non-judicial stamp paper with NABARD in accordance with the standard format enclosed (Articles of Agreement) within 07 days from date of issue of work order failing which the bidder’s EMD may stand forfeited.

Sd/-

(A.C. Jena)
General Manager
2. FORM OF TENDER

The Chief General Manager
National Bank for Agriculture and Rural Development
Maharashtra Regional Office, 54, Wellesley Road
Shivaji Nagar
Pune - 411005

Dear Sir/Madam

Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune.

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you.

2. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

4. I / We enclose herewith payment receipt of interest-free Earnest Money Deposit (EMD) for Rs.45,000/- (Rupees Forty Five Thousand Only) credited into the current account of NABARD as per the details mentioned in Notice Inviting Tender and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and/or in the event of our failure to execute the Contract when called upon to do so by accepting our Quotation.

5. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the format given at Annexure A. Also, we agree to undertake the AMC (Annual Maintenance Contract) for the said work for a period of 04 years after the completion of defect liability period of one year after successful completion of work.

6. I/ We agree to pay all Government (Central and State) Taxes such as GST, Income tax etc. and other taxes prevailing from time to time.

Signature and Seal of the bidder
7. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever, during the currency of the contract.

9. Should this tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I)........................................................................................................................................

II)........................................................................................................................................

Yours faithfully

Place

Date

Signature

Seal
3. PRE-QUALIFICATION CRITERIA

Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

The Bidding Firm/Company:-

1. Should have at least 05 years of experience in the field of Supply, Installation, Testing and Commissioning of water purifiers.

2. Should have successfully completed in last 05 Year, in the field of Supply, Installation, Testing and Commissioning of water purifiers for government buildings, Banks/FIs premises, reputed private organisations etc.
   i. Three similar works whose value is not less than Rs.8.95 Lakh each of the estimated cost or
   ii. Two similar works whose individual value is not less than Rs.11.20 Lakh each of the estimated cost or
   iii. One similar work whose value is not less than Rs.17.90 Lakh of the estimated cost.

3. Work/Purchase orders and Completion certificates issued by the client should be enclosed and need to be produced before NABARD, whenever called for verification purposes.

4. Should have annual turnover of atleast Rs. 6.70 lakhs during the last three years.

5. Should submit audited balance sheets / P&L account and Income Tax Return certificates for the last 03 financial years.
4. **SCOPE OF WORK**

Scope of work includes:

1. **Supply, Installation, Testing and Commissioning of 85 water purifiers at following 02 locations:**

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of purifiers</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD Officers’ Quarters, Narangi Baug Lane, 9A Boat Club Road, Pune-411001</td>
<td>36</td>
</tr>
<tr>
<td>NABARD Staff Quarters, Salisbury Park, Gultekdi, Pune-411037</td>
<td>49</td>
</tr>
</tbody>
</table>

Material should conform to technical specifications mentioned elsewhere in this tender.

2. **Buyback of old 92 water purifiers.** Removal of existing water purifiers and taking them out of the NABARD’s Premises. Notwithstanding anything contained in this tender, buy back is on ‘as-is-where-is’ basis only and the principle of caveat emptor (let the buyer be aware) will apply. It would mean that the description/ quality/ quantity indicated are approximate and the Bank does not give any assurance or guarantee that the material will strictly adhere to the specifications. The successful bidder shall take delivery of the material at site, with its faults and errors in description, if any. Neither can the sale be invalidated nor can the bidder make any claim/ compensation, whatsoever, on account of any defect in description or deficiency in the quantity and quality. No plea of misunderstanding or ignorance of conditions put forth subsequent to a confirmation of sale shall be accepted. In view of the ‘as-is-where-is’ condition, bidders are advised to quote rates only after inspection of items at the site. The bidder or his authorised representative may inspect the materials on any working day (time to be indicated) at the location of installation.

3. Comprehensive Annual Maintenance Contract AMC for period of 04 years after completion of defect liability period of 01 years after the completion of work. Following services are to be provided by the contractor during AMC period:

   i. Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning of installed water purifiers (minimum one service per quarter) which shall include replacement of filters, cartridges etc. to ensure smooth and trouble free working.

   ii. Attend within six hours of lodging of complaint through letter, email or phone, any specific breakdown/problem related to any purifier at any time or in case of emergency at the cost of the contractor. Repairs/ replacement of the defective units etc. in the event of any breakdown including replacement of spares/ components/ sub-system/ and any other component, part or whole, which may need replacement/ repairs free of cost. In case of failure on the part of the contractor to attend all the defects within a reasonable period, the NABARD on its own will get the defects rectified through another agency at the risk and cost of supplier and repairs rectified through another agency, in such circumstances will not affect the liabilities of the supplier on the warranty for its remaining period nor it will affect the supplier`s liabilities on the stipulated post-warranty.

   iii. Servicing shall be carried out as per schedule and instructions in consultation with the Assistant Care Taker and residents. As such, you may be required to deploy your staff on Saturdays & Sundays also at quarters, to complete the work as per our schedule and direction.
iv. Every cycle of servicing must be completed within a month.

v. Flat wise details of Job done, duly signed by the residents and counter signed by concerned ACT may be enclosed to the bill immediately after completion of the servicing.

vi. Bank reserves the right to cancel/terminate the AMC at any time in case of non-satisfactory service or otherwise, without assigning any reason or cause by serving one month notice.

vii. Servicing of one unit each of “Softener” and “Iron remover” shall be provide by you free of cost.
5. GENERAL CONDITIONS OF THE CONTRACT

1. Quantities indicated in the BOQ may vary and shall be executed only at the sole discretion of NABARD.

2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

3. Rates should include all Levies, Transportation charges, installation charges, Wages as per Act and all other charges etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.

4. Income Tax (TDS), GST TDS and other applicable taxes as per statutory provisions will be deducted from total payment due to the Contractors.

5. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

6. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workmen Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

7. The Contractor shall indemnify the NABARD against any losses as per format given at Annexure B.

8. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

9. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.

10. The tenderer shall guarantee that the product shall be free from any defects whatsoever for a period of one year Defects Liability Period from the date of completion/ commissioning of the work. Warranty for the products, shall be for 01 years from the date of Virtual completion of work. Any defect which may appear within the Defect Liability Period of one year after the completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit/ RMD will be refunded to the Contractor. Warranty cards of all the products shall be handed over to NABARD.
11. RETENTION MONEY DEPOSIT (RMD)/ SECURITY DEPOSIT (SD): Five percent (5%) of the gross value of the work done and claimed in the Bills shall be deducted towards Retention Money Deposit from the bill of the contractor. This amount shall not bear any interest. RMD will be refunded after Defects Liability Period of 12 months from the date of Virtual Completion of works, provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD.

12. 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 immediately without any extra cost to the NABARD. In case of failure to do so within 03 days from such notice from the Bank, the NABARD 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.

13. PAYMENT OF CONTRACTOR'S BILL: Full payment shall be made to the contractor only after the successful completion of the work and submission of bill for the same along with the commissioning report. No advance shall be granted.

14. ANNUAL MAINTENANCE CONTRACT:
   a. Contractor shall undertake Annual Maintenance Contract (AMC) for a period of 04 years after the completion of defect liability period of 01 year after the successful completion of work.
   b. During AMC period contractor will provide the services as mentioned in the scope of work.
   c. Tenderer shall quote rates for AMC on annual basis. Rates quoted will be valid throughout the AMC period of 04 years and any escalation on any account will not be entertained during this period.
   d. Annual Charges payable shall be inclusive of cost of materials/parts/candles and all applicable taxes, levies, duties, labour, transportation etc. Payment thereon will be made on quarterly basis, at the end of the quarter for which the services have been provided, after the same is duly certified by the Bank’s official to the effect that the servicing has been done satisfactorily. No advance payment will be made for AMC charges.
   e. All statutory deductions like IT-TDS, GST-TDS etc. will be made from the AMC bill.
   f. Separate agreement as per the format provide by NABARD, shall be done for the AMC on Rs.500/- non-judicial stamp paper and the charges for the same shall be borne by the contractor.

15. Settlement of Disputes and Arbitration: All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by
the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the consultant a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators”:-

a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.

b. Member of Council of Arbitrators

c. Fellow of the Institution of Engineers

d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity

e. Fellow of Indian Institute of Consultants.

The contractor shall on receipt of the names as aforesaid, select any one of the person’s name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employers should make the selection and appoint the selected person as the Sole Arbitrator.

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

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the consultant shall be withheld on account of such proceedings.
The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties. Subject to aforesaid the provisions to the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
ARTICLES OF AGREEMENT

(On Rs. 500/- Non-Judicial Stamp Paper)

ARTICLES OF AGREEMENT made on the ...................of...............2021 between the National Bank for Agriculture and Rural Development, a body constituted by the NABARD Act 1981 and having its Head Office at C- 24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and Maharashtra Regional Office at 54, Wellesley Road, Shivaji Nagar, Pune - 411005 (hereinafter called the 'NABARD’) which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and M/s .................. (Herein after called "the Contractor") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

WHEREAS The NABARD is desirous of getting executed the work of “Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune.”

The Contractor has agreed to execute the said works i.e., “Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune.” subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, General Conditions of Contract, Technical Specifications, scope of work, the Schedule of Quantities and Bidders Schedule of Quantities, all of which are hereinafter collectively referred to as 'the said conditions', strictly in accordance with the Specification and Schedule of Quantities referred to above at or for the respective rates set out in the Bidders Schedule of Quantities annexed hereto, amounting to the sum as hereunder arrived at or such other sum as may become payable hereunder (herein under referred to as the said contract amount).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. In consideration of the said Contract Amount to be paid by the NABARD to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work shown in the said Drawings and described in the said Specifications and Schedule of Quantities.

2. The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.
3. Tender documents containing notice to the Contractors, Conditions of Contract, Appendix thereto, Technical Specifications and Schedule of Quantities with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.

4. This Contract is item rate Contract.

5. The NABARD reserves to itself the right of altering the supply quantity or having portions of the same carried out without prejudice to this Contract.

6. The Contractor should have experienced and competent staff which will enable them to ensure proper quality check on the materials, and who will ensure to carry out proper tests as required by the specifications and will supervise the day-to-day working and execution of contract works.

7. If the Contractor has any doubt about the quality of any materials or any difficulty in supervision of the day to day work, it shall be the duty of the Contractor to report the matter in writing forthwith to the NABARD and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractor will abide by the direction of the NABARD.

8. The Contractor covenants and warrants that completed items of work as well as the entire work on completion will be in conformity with the Specifications and the terms and conditions of Contract and will be of proper quality and description.

9. Time shall be considered as the essence of this Agreement and Contractor hereby agrees to complete the work within 03 weeks starting from date of issue of work order/letter of acceptance of tender, nevertheless to the provisions of extension of time as contained in the said conditions.

10. All payments by the NABARD under this contract will be made at Pune by e-payment only.

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

12. This agreement shall be signed in duplicate; the original document shall be kept in the custody of the NABARD and the duplicate with Contractor. Stamp duty shall be borne by the Contractor.

IN WITNESS WHEREOF the NABARD has set its hand hereunto through its duly authorized official and the contractor has caused these presents under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.
As witness our hands are affixed this day of 2021.

Signed and sealed by the said NABARD in the presence of

........................................................................

........................................................................

Witness No. 1 .....  

Witness No. 2 .....  

Signed and Sealed by the said

........................................................................

........................................................................

Contractor in the presence of

Witness No. 1 .....  

Witness No. 2 .....  

Signature and Seal of the bidder
7. ANNEXURE B

INDEMNITY BOND

(On Rs. 100/- Stamp Paper)

KNOW all men by these presents that I, Shri.............................................................. of M/s ....................................................... ............................do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kuria Complex, Bandra (E) Mumbai-400051 and Maharashtra Regional Office at 54, Wellesly Road, Shivaji Nagar, Pune 411005 and M/s ....................................................... on this .............day of ............. 2021. Whereas NABARD have appointed M/s.................................as the Contractor for their work relating to “Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune.”

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s ....................................................... hereby do Indemnify, and same harmless NABARD against and from

1. 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, 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,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employer’s Liability Act, 1939 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.
4. 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.

IN WITNESS WHEREOF THE M/s ....................................................... has set his/his hands on this .............day of ............. 2021.

SIGNED AND DELIVERED BY THE AFORESAID
M/s IN THE PRESENCE OF WITNESS :

(1) ....................................................
(2) ....................................................
8. **ANNEXURE C**

**OEM AUTHORISATION LETTER**

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

To,

The Chief General Manager  
NABARD, Maharashtra Regional Office  
54, Wellesley Road, Shivaji Nagar  
Pune - 411005

Dear Sir,

Subject : Direct Manufacturers Authorization  
Ref : Tender No: __________ dated ------

**Name of Work:** Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune.

We ......................, an established and reputable manufacturer of Diesel Generator 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 a above bid________________dt______ 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 three years 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 OEM.
9. **PROFORMA - 1**

a) **General details about the Contractor**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Information to be filled up by the Contractors</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Contractor/Organisation and address of the Registered Office</td>
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<tr>
<td>2</td>
<td>Year of establishment</td>
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<td>3</td>
<td>Type of the Organisation (whether Sole Proprietorship, Partnership, Private Limited or Co-operative body, etc.)</td>
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<td>4</td>
<td>Name of the Proprietor/Partner/Directors of the Organisation/Firm:</td>
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<td>Details of Registration - Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration Number</td>
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<td>Whether registered with Government/Semi-Government/Municipal Authorities or any other Public Organisation and if so, in which class and since when?</td>
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<td>Experience in the Relevant field</td>
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<td>Areas of business activities other than this work</td>
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<td>9</td>
<td>Address of business activities other than this work, if any and place of business</td>
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<td>Address of office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-charge</td>
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<td>11</td>
<td>Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said construction work with names of Bankers and their full addresses (Income-tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached)</td>
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<td>12</td>
<td>Yearly turn-over of the Organisation during last three years (Rs.)</td>
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<td>13</td>
<td>Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details. in the table given below:</td>
<td></td>
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</tbody>
</table>

Note: Income -tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached separately.
10. PROFORMA-2

Electrical works and previous experiences

a) List of important Projects executed by the contractor (only those projects that meets the requirements of Pre-Qualification criteria mentioned in Chapter 3 of this tender) and above

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name &amp; Location of work</th>
<th>Cost of work</th>
<th>Name of owner</th>
<th>Full address</th>
<th>Name of the contact person from owner’s side for whom work was executed</th>
<th>Contact no. of the contact person of the owner (Mandatory)</th>
<th>Email id of the contact person (Mandatory)</th>
<th>Completion period</th>
<th>Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)</th>
<th>Any other relevant information</th>
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NOTE: Contractor shall submit the completion certificates of all the above mentioned work issued by the respective clients and shall produce before NABARD whenever called for.
b) List of important projects ON HAND

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<tr>
<th>Sr.No.</th>
<th>Name of work</th>
<th>Location of work</th>
<th>Name of owner</th>
<th>Full address</th>
<th>Name of the contact person from owner's side for whom work was executed</th>
<th>Phone no. of the contact person (Mandatory)</th>
<th>Email id of the contact person (Mandatory)</th>
<th>Completion period</th>
<th>Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)</th>
<th>Any other relevant information</th>
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</table>
c) List of available Tools, Plants, available Machineries, Equipment, etc.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Tools/ Plant/Machinery/Equipment and Accessories</th>
<th>Total No. of units/sq.mt.</th>
<th>No. of units/sq.mt. can be spared for the proposed work</th>
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</table>
11. PROFORMA-3

Technical personnel and special experience

a). List of your technical personnel, giving details about their technical qualifications and experience including that in your establishment.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Age</th>
<th>Qualifications</th>
<th>Work experience</th>
<th>Nature of works handled</th>
</tr>
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<tbody>
<tr>
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</table>
12. **Bank Account Details for ECS Payments Details to be furnished by the Tenderers/contractors/Service Provider/Firm**

1. Name of Contractor/Firm/Co./Service Provider with Address : 
2. Name of the Bank of the Contractor/Service Provider : 
3. Bank Branch and Address : 
4. Title of Account where payment is Required, Exact wording of the account : 
5. Account No. : 
6. Type of Account : Savings/Current/Overdraft/Cash, Credit/Advances/NRE Savings etc. 
7. MICR No. of the Bank branch (along with a cancelled copy of the cheque) : 
8. IFSC / RTGS / NEFT No. : 

**Note: Enclose a copy of PAN & Cancelled Cheque**

Place:  
Date:  
Yours faithfully  

Name and Address of the Tenderer/Contractor/Firm/Co./Service Provider

(Signature of the Tenderer/Contractor/Firm/Co./Service Provider)  
Address and Seal

Signature and Seal of the bidder
13. Specimen of Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

Between

National Bank for Agriculture and Rural Development (NABARD)
hereinafter referred to as “The Principal”

And

…………………………………………. hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and
during the contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior
to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Shri Pramod Kumar Sangewar
H.No. 12-5-65/1, Flat No. 109
Shri Harsha Sethuram Unique
Vijayapuri Colony, south Lalaguda, Secunderabad 500017, Telangana
(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, NABARD. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(3) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(7) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word ‘Monitor’ would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

31 Signature and Seal of the bidder
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 – Other provisions**

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Pune.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

______________________________________________________________________________
(For & On behalf of the Principal) \(\text{Office Seal}\) \(\text{Office Seal}\)

(For & on behalf of the Bidder/Contractor)

Place ______________________

Date ______________________

Witness 1:
(Name & Address) ______________________

Witness 2:
(Name & Address) ______________________

Signature and Seal of the bidder
14. TECHNICAL SPECIFICATIONS

New water purifiers shall meet the following minimum specifications:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Technical Specifications</th>
<th>Minimum Requirement</th>
<th>Whether product offered by the tenderer satisfy the requirement. (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purification technology</td>
<td>UV with active copper</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Stages of purification</td>
<td>5 stage</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Type of mount</td>
<td>Wall mount</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Water storage</td>
<td>6 litres</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>TDS</td>
<td>Upto 200</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Operating input voltage</td>
<td>230V AC/50 Hz</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>UV Lamp</td>
<td>11 Watts</td>
<td></td>
</tr>
</tbody>
</table>

Make and Model Offered by the tenderer: .................................................................

Make and Model of the water purifiers offered under buy back: Aquaguard Total Infinity, UV, installed in 2011.
PART-2 (PRICE BID)
BILL OF QUANTITIES

Tender for Supply, Installation, Testing and Commissioning of 85 nos. water purifiers under buyback of 92 water purifiers for two colonies of NABARD in Pune.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Unit</th>
<th>Basic amount per unit without GST</th>
<th>CGST per unit</th>
<th>SGST per unit</th>
<th>Total Amount per unit (iii + iv + v)</th>
<th>Quantity</th>
<th>Gross Total Amount (All inclusive) (vi x vii)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Supply, installation, testing and commissioning of water purifiers as per the technical specifications along with all other accessories etc. complete in all respect.</td>
<td>No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>85</td>
<td></td>
</tr>
</tbody>
</table>

GROSS TOTAL AMOUNT IN WORDS:

| B       | Annual Maintenance Contract (AMC) charges for 04 years after completion of defect liability period of 01 year. AMC charges shall be quoted for one year and these rates will be applicable for entire AMC period of 04 years. | No.  |                                  |               |               |                                      | 85       |                                           |

GROSS TOTAL AMOUNT IN WORDS:
<table>
<thead>
<tr>
<th>C</th>
<th>Buyback amount for old water purifiers.</th>
<th></th>
<th></th>
<th>92</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GROSS TOTAL AMOUNT IN WORDS:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Net Total Amount: A.viii + 4 x B.viii – C.viii =</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Net total Amount in Words</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. Lowest Bidder (L1) will be decided on the basis of Net Total Amount worked out as (Gross Total Amount of Item A+4 x (Gross Total amount of Item B)- Gross total Amount of Item C).

2. Above rates shall include all applicable taxes, fees, duties, levies, transportation charges, installation charges, material charges, labour charges and all other charges required for the successful completion of work.

3. Price Bid shall not contain any condition whatsoever and any conditional bids shall be rejected.

4. Buy-back amount will attract output GST @ 18%.