

**National Bank for Agriculture and Rural Development(NABARD)**

**Tender for  
Supply, Installation, Testing & Commissioning of Water Purifiers under  
buyback for Residential Quarters (Officers and Staff), Chandrasekharpur,  
Bhubaneswar**



**Odisha Regional Office  
Ankur 2/1, Nayapalli Civic Centre  
IRC Village, Bhubaneswar, Odisha - 751015  
Email: [dpsp.bhubaneswar@nabard.org](mailto:dpsp.bhubaneswar@nabard.org)**

Date of issue of Tender	07 September 2022
Time and last date for submission of Tender	27 September 2022 , 15:00 hrs
Earnest Money Deposit (EMD)	Rs. 30,000/-
Time and date of opening of Technical Bids	15:30 hrs
Time and date of opening of Price Bids	Will be communicated to technically qualified bidders.

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# **Part 1**

# **TECHNICAL BID**

## NOTICE INVITING TENDER

**Ref. No.NB.OD /DPSP/ 1629/ Water purifier/2022-23 dated 07 September 2022**

**(All interested authorized Dealers/ vendors/ bidders located at Bhubaneswar)**

Madam/ Dear Sir,

**Tender for Supply, Installation, Testing & Commissioning of Water Purifiers under buyback for Residential Quarters (Officers and Staff), Chandrasekharpur, Bhubaneswar ( 100 no.s)**

NABARD, Odisha Regional Office, Bhubaneswar intends to invite online Tenders for supply, installation, testing & commissioning of Water Purifiers from authorized dealers / bidders under buyback at residential quarters (Officers and Staff) at Chandrasekharpur, Bhubaneswar to be submitted on or before 27 September 2022, 15.00 hrs.

This NIT (tender document) can be downloaded from our website at <https://www.nabard.org>. The tender document will be available on the website, until the last date of submission. The bidders are expected to thoroughly read the tender document to understand all aspects of the work before submission of tender documents.

Two Parts Offer:

The offer will have to be submitted in two parts; Part – I, Technical Bid & Part- II, PriceBid.

**Part-1 (Technical Bid)**

The Technical Bid shall be submitted by the tenderer as per the enclosed format (**Annexure -I**) and shall contain the following:

1. Proof of Earnest Money Deposit as mentioned in the Tender. ( Exempted for MSEs. Please refer Para 1 of Sr. 8 of General Conditions of the contract)
2. A copy of Proposal document including **Annexures** listed in the tender duly signed by authorized signatory of the Vendor/Bidder on each page.
- 3) Vendor/Bidder's letter giving technical clarifications (if any).
- 4) An Undertaking by the Authorized Signatory of the Vendor/Bidder, on the letter head of the Vendor/Bidder stating that the Vendor/Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice.

The following **forms** should be submitted at appropriate time after awarding tender:

- a) **Annexure VII** - Technical specification compliance sheet.
- b) **Annexure VIII** - Articles of Agreement.
- c) **Annexure IX** - Letter of Indemnity and Undertaking.
- d) **Annexure X** - Performance Bank Guarantee

Each page of the quotation document must be signed with proper seal of Vendor/Bidder. It should be specifically noted that the **contents of Technical Bid must not reveal commercials/ Price Bid.**

**Part-2 (Price Bid)**

Price Bid should contain the following:

1. Prices in Indian Rupees only, with detailed break-up of prices as per Price Bid.
2. The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items listed in price Bid.
3. The Commercial Offer should be in conformity with the terms indicated in Price Composition.
4. The Price Bid should not contradict the Technical Bid in any manner.

**Opening of Offer:**

The Technical Bid will be opened at **3.30 pm on 27 September 2022**. The Bids will be opened at the Regional Office in the presence of the designated officials for the purpose and will be opened in the presence of authorized representatives of the individual bidding firms who choose to be present at time of opening. The date and time for opening of the **Price Bid** will be communicated to qualified bidders.

Sd./-

(Kamlakanta Pattnaik)

Deputy General Manager

## FORM OF TENDER

Date:

Place:

The Chief General Manager,  
NABARD, Odisha Regional Office,  
Ankur 2/1, Nayapalli Civic Centre,  
IRC Village, Bhubaneswar,  
Odisha - 751015

Dear Sir

**Tender for Supply, Installation, Testing & Commissioning of Water Purifiers under buyback for Residential Quarters (Officers and Staff), Chandrasekharapur, Bhubaneswar ( 100 no.s)**

Having examined the conditions relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Notice Inviting Tender (NIT) and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the worksspecified in the said Memorandum within the time specified, at the rates to bementioned in the Price Bid, which may be issued to us by NABARD in the event that we qualify the technical bid and in accordance in all respects with the Technical Specifications (given in Annexure VI) and instructions referred in 'Instructions to Bidders and General Conditions of contract', the Articles of Agreement (Annexure- VIII) and Price Bid with such materials as are provided for, by and in all other aspects in accordance with such conditions so far as they may be applicable.

Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said Conditions.

Our Bankers are:

1.

2.

Name of the partner of the firm Authorized to sign:

OR

Name of person having Power of Attorney to sign the contract (certified copy of the Power of Attorney should beattached)

Yours faithfully

Signature of Tenderer

### PRE QUALIFICATION CRITERIA

Sr. No.	Pre-qualification criteria	Supporting Document to be submitted
1	The Bidder should have office in Bhubaneswar	Office Address proof document issued by Govt. Agency
2	Should have been in this business at least for the last 7 years.	Proof of experience
3	The annual turnover of the bidder during each of the last 3 years should be at least 30% of the estimated cost of tender	Annual turnover of last three financial year duly certified by the Statutory Auditors
4	Should have Goods and Service Tax Registration No.	GST Return
5	<p><b>Financial standing</b> through</p> <p>a) ITR (Income Tax Returns), of last 3 financial years ending on 31 March 2022.</p> <p>b) Balance sheet and profit &amp; Loss account of last 3 financial years ending on 31 March 2022.</p>	<p>a) Income Tax Returns of last three financial years ending on 31 March 2022.</p> <p>b) Balance sheet and P &amp; L Account statement certified by CA of last 3 financial years ending on 31 March 2022.</p>
6	<p>The firm should have done at least:</p> <p>i) three similar works valuing not less than 40% (Rs. 6,00,000/-) of the estimated cost; or</p> <p>ii) two similar works valuing not less than 50% (Rs. 7,50,000/-) of the estimated cost; or</p> <p>iii) one similar work valuing not less than 80% (Rs. 12,00,000/-) of the estimated cost.</p>	Copies of work order & Completion certificates
7	Authorized / Certified dealer/ supplier.	OEM Authorization letter – to be submitted in prescribed format (Annexure-IV).
8	Backup Commitment from the manufacturer for water purifier maintenance	Backup Commitment from the manufacturer for water purifier maintenance to be submitted in prescribed format (Annexure-V).

Decision of the Bank with regard to selection of Contractors will be final. The Bank is not bound to assign any reasons thereof. Any false and / or inadequate information can result in rejection of the tender. The selection of the bidders is based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account above criteria.

## **INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT**

**1. Mode of submission of tender:** Tenderers are requested to submit their bids through e-tendering (e-bid) mode through e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow 'Bidding Manual' available on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e-procurement process (contact details are given on next page).

**2.** The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for download from 7.00 PM on 07 September 2022 also on NABARD's website (for reference purpose) <https://www.nabard.org/> as well as from Central Public Procurement Portal. There will be no charges for downloading the tender documents from the web site.

**3.** Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal of NABARD (<https://nabard.eproc.in/>) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. as a facilitating agency who have created exclusive 'Help Desk' / 'Support Team' for facilitation of bidders. Their contact details are mentioned as under:

- i. Fairlin Jivin 0124-4302000 ext 112, email- [fairlin.jivin@c1india.com](mailto:fairlin.jivin@c1india.com)
- ii. Ujwala Shimpi 0124-4302000 ext 114 , email id- [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com)
- iii. Saranraj Niacker 0124-4302000 ext 110, email id-[sararaj.naicker@c1india.com](mailto:sararaj.naicker@c1india.com)
- iv. Sachin Toraskar 0124-4302000 ext 200, [e-mail-sachin.toraskar@c1india.com](mailto:e-mail-sachin.toraskar@c1india.com)

All the email to be CC marked to [dpsp.bhubaneswar.nabard.org](mailto:dpsp.bhubaneswar.nabard.org)

Any clarification with regards to the tender or tender uploading may also be contacted at 0674-2374306.

**4. Contents of submitted bid:** Should contain the documents as prescribed in Notice Inviting Tender. The tenderer must use only the Price Bid format issued by the Bank, to fill in the rates. Any addition/ alteration in the text of the tender made by the tenderer shall not be considered. NABARD at its discretion may consider such tender/s invalid. The price bids should not contain any conditions whatsoever and any conditional bids shall be rejected.

**5. Mismatch in figures and words:** Rates and amounts should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the quotation 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 whatsoever especially on any change in rate, specifications or conditions after the opening of the tender will be entertained. On checking, if discrepancy is found, the rates, which corresponds to the total amount worked out by the vendor shall be taken as correct.

**6.** Each page of the Tender Document should be signed by the bidder in token of his / their having acquainted himself / themselves with the tender conditions as laid down. Any tender with any of the documents not so signed will be liable to be rejected. 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.

**7. Validity of tender:** Validity of the quoted rates shall be **three months** from the date of opening of price bid tenders.



## 8. Earnest Money Deposit (EMD)

**Mode of depositing EMD:** The Vendor/Bidder shall furnish an EMD @ 2% of tender i.e. Rs. 30,000/- (Rupees Thirty Thousand only) by transferring the amount in favour of 'NABARD' account No. NABADMNO5 (IFSC: NBRD0000002).

*( except MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empaneled with NABARD itself )*

Documentary evidence of deposit to be enclosed along with the duly filled, signed & complete tender in all respects. Tender without EMD shall be rejected.

**Refund of EMD:** The EMD will be returned to the tenderer if his tender is not accepted by the Bank but without any interest thereon. The Tenderer shall furnish bank account details in the format given in this tender (**Annexure III**). The EMD paid by the successful tenderer shall be retained by NABARD as part of Performance Security till the defect liability period. No interest shall be paid on this deposit.

**Forfeiture of EMD:** The EMD shall be forfeited in case the tenderer fails to comply with any of the conditions of the Contract / Tender Document or if he withdraws his tender at any point of time before award of the work, in which case, he will also, not be allowed to participate in the event of any re-tender.

**9. Retention money deposit (RMD):** Retention money @ 3% has to be deposited by the bidder after obtaining the work order. This sum is arrived at after adjusting the amount of EMD/ISD.

**10. Non-Bonafide tender:** The tender which is not accompanied by the prescribed EMD shall be called 'Non-Bonafide Tender'. Normally Non-Bonafide tender shall not be considered for acceptance.

**11. Submission of documents:** If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.

Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e- procurement process. ( indicated at Para 23 of general Conditions of the contract)

**12.** The tenderer/bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Financial/Price Bid which should be completed in all respect. The same can be downloaded online from the NABARD's e-Procurement website viz. <https://nabard.eproc.in>.

The National Bank for Agriculture and Rural Development (NABARD) doesnot 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 reason for doing so.

**13.** The quantities mentioned in the Schedule of Quantity of Part-II are indicative and can increase or decrease during the execution of work and will be settled on Pro rata basis.

**14. Execution of contract:** On receipt of intimation from NABARD of the acceptance of his/ their tender, by way of Work Order, the successful tenderer shall sign an agreement in accordance with the format prescribed herein and the Price Bid. A Work Order by the National Bank for Agriculture and Rural Development of a tender will constitute a binding contract between NABARD and the bidder so tendering, whether such formal agreement is or is not subsequently executed.

**15. Purchase of non-judicial stamp paper (for execution of contract) :** The cost of such stamp paper is to be borne by the successful tenderer. The agreement needs to be stamped as per latest provisions of the applicable Stamp Act.

**16.** The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.

**17. Firmness of rates:** The rates quoted in the tender/ offer shall be for the complete item including, supply, installation, assembling at site/ testing and commissioning (if any) at site. The rate shall also include all charges for storing, watch and ward, reinstating and making good the damaged work if any to its original finish, etc. The rates quoted shall be deemed to be for finished work to be measured at site. The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site. Tenderers must include in their rates, GST or any other tax and prevailing duty or other levy as existing, levied by the Central Government or any State Government or Local Authority, if applicable, from time to time. No claim in respect of increase in any other tax, duty or levy during the duration of the contract shall be entertained by the Employer. The same will remain firm during the contract period.

**18.** The tenderer shall note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rate should be correct, workable and self-supporting. The tenderer shall carry out all works necessary for completion of work and for delivering results. No claim shall be entertained on this account.

**19.** Time allowed for carrying out the work shall be strictly observed by the tenderer. The work shall throughout the stipulated period of the contract be proceeded with all due diligence.

**20.** The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.

**21.** The successful tenderer must cooperate with the other Contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer/ Officials.

**22.** The tenderer shall guarantee that the work shall be free from any defects whatsoever for a period of 01 year Defects Liability Period (warranty) from the date of successful completion of the work.

**23. Completion Schedule:** The work allotted to the Bidder is to be **completed within 15 days** from the date of acceptance of the Work Order. Bidders are advised to visit the site and get themselves fully acquainted with the general and local site conditions, particularly those bearing upon transportation, handling, storage and the like, prior to quoting for the work.

**24. Liquidated damages:** Liquidated Damages shall be recovered from the Contractor's dues for delay in completion of the work. The quantum of liquidated damages per week shall be calculated at 0.25% of the estimated cost put to tender subject to a maximum 5% of the accepted tender amount.

**25. Extension of time:** If the Contractors desire any extension of time for completion of work on grounds of there, having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrances. Such application shall contain complete details of hindrances, which hindered the Contractors in the execution of the work. If in the opinion of Bank's Engineer / Officials, works be delayed by force majeure such as: (a) war/ hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightning or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons and in such cases, if any such extension of time in execution of work is granted by the Bank, the extension of time will be given without prejudice to Bank's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the Employer whatsoever on account of delay or idle labour/machinery.

**26. Compensation for delay:** The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in obtaining power connections for work purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

**27. Defect liability period (1 year ):** The Defect Liability Period shall commence from the date of virtual completion/ full and final supply installation etc. to the satisfaction of the Bank. Any defect that may appear

within the Defects Liability Period, shall be rectified by the tenderer without any extra cost to the Employer. In case of failure to do so **within 10 days** from such notice from the Employer, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Employer shall be recovered from any money due to the tenderer at the cost and risk of the tenderer. Only, after all the defects pointed out during the Defects Liability Period have been satisfactorily rectified by the tenderer will the release of the Security Deposit be considered.

**28.** No escalation shall be allowed on the rates of this contract. Any extra item required for proper completion of work shall be got approved from NABARD and shall be paid on actual labour & material cost. Rate analysis regarding the same should be submitted by the Contractor for approval.

**29. Terms of Payment:** Payment under this contract shall be made as follows:

- 100% after satisfactory supply/ installation etc. of material at site and production of bill to the Bank **within 15 working days from the date of bill submission** as mentioned in Schedule of Quantity less retention money deposit and deduction of statutory taxes. **No advance shall be paid to the Contractor.**

**30.** The total retention money recovered from the bills shall be 3% of contract value including Earnest Money Deposited and will be retained for defect liability period from the date of completion work and will not bear any interest. Any defect in this period shall be rectified by the Contractor at their cost. In this regard the date of successful trial/ inspection of the works at site taken in presence of NABARD's Engineer /Official shall be considered as date of completion of work.

**31.** The Contractor shall use all the materials conforming to relevant BIS/ relevant Code and will use the best materials of approved manufacture.

**32. Inspection of work:** The Contractor shall at the instructions of NABARD within such time as notified, open up for inspection any work and should the Contractor refuse or neglect to comply with such instructions, the Employer may employ other workman to open the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Contractor from any money due or which may become due to the Contractor.

**33. Notices:** Notices of the Employer, to the Contractor, may be served personally or by being left at or sent by registered post to the last known place of the business of the party to whom the same is given or in the case of the Contractor by being left on the works, Notices may be served at or sent by registered post to the registered office of the Contractor. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

**34. Revision in tender:** Any request for revision of original tender rates, specifications or conditions by a tenderer received after opening of tenders shall not be entertained.

**35. Deletion of items:** The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer can increase or decrease any quantities to any extent or even delete particular item as per requirements and the Contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the Contractor on this account.

**36. Termination of contract by the Employer:** If the Contractor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or 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 they are able to carry out and fulfil the contract, and to give security, therefore, if so required by the Employer. **OR**

If the Contractor (whether an individual Firm or Incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractor, or shall assign or sublet the contract without the consent in writing of the Employer first obtained. **OR**

Shall charge or encumber this contract or any payments due or which may become due to the Contractor there under. **OR**

If the Contractor has:

Abandoned the contract, **OR**

Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Employer written notice to proceed, **OR**

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**

Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials of work were condemned and rejected by the Employer under these conditions, **OR**

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

Has to the detriment of good workmanship or in defiance of the Employer's instructions to the contrary sublet any part of the contract.

Then and in the event of any of the aforesaid cases, the Employer may, notwithstanding any previous waiver, after giving seven-day notice in writing to the Contractor, determine the contract but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the Contractor. Further, the Employer may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery and materials 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 works or by employing any other Contractors or other persons to complete works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after the receipt thereof by him, the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realised on deducting therefrom the costs of removal and sales.

If any sum shall be due or payable to or by the Employer for the values of the said plant and materials so taken possession of by the Employer and the expense of loss which the Employer shall have been put to in requiring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Employer's certificate shall be final and conclusive between the parties. On termination of the contract, the Contractor shall forthwith remove himself and his workmen from the work site.

**1. Termination of the contract by the Contractor:** If the payment of the amount payable by the Employer shall be in arrears and unpaid for reasonable period after it has become due as per payment terms

and after notice in writing requiring payment of the amount shall have been given by the Contractor to the Employer and if the Employer unreasonably withholds any such payment then Contractor shall be entitled to give a termination notice and terminate the contract and recover from the Employer payment for all works executed for the purpose of the contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed.

**2. Matters to be finally determined by the Employer:** The Employer's decision, opinion, direction, with respect to all or any of the matter such as scope of work, Contractor to provide everything necessary, materials and workmanship to conform the description, assignment of subletting, defects after completion, delay & extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the Contractor. Employer's instructions if any, in this regard in case of any urgency, shall also be complied immediately.

**3. 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 Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 day notice in writing to the other (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein after provided for the purpose of appointing the Conciliator or the Sole Arbitrator who shall be appointing the Conciliator or the Sole Arbitrator referred above, the Employer shall send to the Contractors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractor 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 fifteen days of receipt of the names. The Employer shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the Employer fails to send to the Contractors, the panel or three names as aforesaid within the period specified, the Contractor shall send to the Employer, a panel of three names of persons who shall be unconnected with either party. The Employer shall, on receipt of the names as aforesaid, select any one of the person's name and appoint him as the Conciliator or Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or 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 final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are 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 by such party or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.

The Employer and the Contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so

referred to Arbitration.

**4. Insurance:** The Contractor, is required to keep the supply/works duly insured from commencement to completion of works, the supplier /Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightning etc. and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

**Explanation:** For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue of the work order to the Contractor and ending with successful commissioning of the work.

The Contractor shall observe all the safety precautions for the safety of the labour and the employees of the NABARD, during execution of works. He would be responsible for the safety of persons employed by him. The Contractor shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises. NABARD shall not bear any responsibility in case of any accident to his worker in the premise due to no fault of NABARD's working but merely due to negligence of his worker or lack of safety provided to them by the Contractor.

#### **Declaration by The Bidder**

I/we hereby declare that I/we have read and understood the above instructions to the bidders and that the same are binding on me/us.

*Date:*

**Place:**

*Name:*

## **Annexure-I**

Covering letter for submission of Tender

(Letter to NABARD on Tenderer/Bidder's letterhead)

The Chief General Manager,  
NABARD, Odisha Regional Office,  
Ankur 2/1, Nayapalli Civic Centre,  
IRC Village, Bhubaneswar,  
Odisha - 751015

Dear Sir,

**“Tender for Supply, Installation, Testing & Commissioning of Water Purifiers under buyback for Residential Quarters (Officers and Staff), Chandrasekharapur, Bhubaneswar ( 100 no.s)”**

With reference to the above TENDER, having examined and understood the instructions, terms and conditions forming part of your above inquiry, we hereby enclose our offer for supply of the equipment and services as detailed in your above referred inquiry.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred TENDER and enclosures.

We also understand that NABARD is not bound to accept the offer either in part or in full. If NABARD rejects the offer in full or in part, NABARD may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name and Designation, seal of the firm)

Date:

## Annexure- II

### Organizational / Financial Profile of the Vendor/Bidder

1. Constitution : Proprietary/Partnership/Private Ltd./Public Ltd.(Tick one)
2. Established since:
3. Address for Communication:
4. Classification : Original Equipment Manufacturer/ Dealer
5. If Joint Venture, then specify names of Partners in the Service Support Co, JVi)
- ii)
6. Name(s) of Name Proprietor(s)/Partner(s)/Directors:
7. Number of Engineers/ Technicians familiar with the Product offered:
8. Total Number of Employees:
9. Number and addresses of locations where Service Support Centers are available for catering to the Product being supplied.
10. Products (details)
11. Business Figures for 3 years (copies of supporting documents to enclosed )

<b>Year</b>	<b>Turnover (Rs. Lakh)</b>	<b>Net Profit (Rs. Lakh)</b>
FY 2019-20		
FY 2020-21		
FY 2021-22		



13. List of reputed major Corporate Customers to whom the similar solution is provided.  
Please furnish details as per the following format.

*Important: Indicate the contact details of at least 3 corporate customers.*

Sl. No	Name and address of the Customer with phone number	Total numbers of Water Purifiers supplied in Customer's Organization	Year of Supply	Brief details of Water Purifier supplied	Approx. Value of order (Rs.Lakh)	Whether the Customer is continuing under Warranty /AMC
1						
2						
3						

Signature of  
Vendor/Bidder

Name:

Note: Documents supporting Financial Statement (like Copies of published Annual Reports / audited financial statements etc.) should necessarily be supplied along with Technical Bid.

**Annexure-III**  
**Proforma for Bank Account Details**

(Details of Bank Account to be furnished by the agencies for effecting payment  
through ECS(e-payment))

Details of Vendor / Contractor / service

provider / agency:Name:

Phone number:

Email-ID:

*Bank Account details*

Sl. No.	Particulars	
1	Name of the account holder (as appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account Number	
5	IFSC Code	
6	Type of account	
7	PAN Number	
8	GST Identification Number	
9	Email ID	

Please enclose following documents along with this sheet

1. One cancelled cheque leaf
2. Copy of PAN and Aadhar Card
3. Copy of GST Identification Number

Signature with Seal

### Annexure- IV

#### Manufacturer's Authorization Form (MAF)/ OEMAuthorization Form

No. \_\_\_\_\_ dated \_\_\_\_\_

To,  
The Chief General Manager,  
NABARD, Odisha Regional Office,  
Ankur 2/1, Nayapalli Civic Centre,  
IRC Village, Bhubaneswar,  
Odisha - 751015

Dear Sir,

We \_\_\_\_\_, reputed manufacturer  
of \_\_\_\_\_ having \_\_\_\_\_ organization  
at \_\_\_\_\_ and do hereby authorize

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

(Name and address of Agent/ Dealer) to offer their quotation/Bid, negotiate and conclude the contract with you against the above tender.

We hereby extend our full guarantee and warranty as per terms and conditions of the TENDER and the contract for Water Purifier supply, installation, commissioning, services and support offered against this tender by the above firm.

Yours faithfully,

(Name & Designation)

For and on behalf of M/s (Name of manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer in prescribed format only.

## Annexure–V

Backup Commitment from the Manufacturer for System Maintenance  
(on Manufacturer's letterhead) –Applicable in case the Vender/Bidder is not OEM  
(Original Equipment Manufacturer)

The Chief General Manager,  
NABARD, Odisha Regional Office,  
Ankur 2/1, Nayapalli Civic Centre,  
IRC Village, Bhubaneswar,  
Odisha - 751015

Dear Sir,

**“Tender for Supply, Installation, Testing & Commissioning of Water Purifiers under buyback for Residential Quarters (Officers and Staff), Chandrasekharpur, Bhubaneswar ( 100 no.s)**

We hereby confirm that in the unlikely event of M/s. \_\_\_\_\_ failing to fulfill their obligations with respect to all- inclusive maintenance service contract for \_\_\_\_\_ products to be installed in your premises, we undertake to render these services directly (orthrough another reputed Dealer) to you at the same terms and conditions as Proposed by M/s. \_\_\_\_\_. This assurance will be valid for entire warranty period after handing over of the installation and for a further period as may be decided based on a joint review after expiry of three years.

We assure that the spare parts and accessories for the Water Purifiers herein shall be available entire warranty period from the time of acceptance of the system. If any of the peripherals/components are not available during the said period, the peripherals/ components of equivalent or higher capacity shall be made available.

We also understand that this letter will form the part of the contract documents to be executed between M/s and NABARD.

Yours faithfully

(Name & Designation) For and on behalf of  
M/s (Name of manufacturer)

Note: This letter should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer in prescribed format only.

**Annexure- VI**  
**Detailed specification required:**

<b>Sl. No</b>	<b>Technical specification</b>	<b>Minimum Requirement</b>
1	Technology	UV and TDS controller
2	Power Consumption	20 W
3	UV Lamp	8-12 W
4	Mounting type	Wall mounting
5	Storage capacity	7 Litre
6	Purification capacity	12 ltr per hour or more
7	Display	LED type
8	Cartridge	Copper type
9	Body material	ABS food grade
10	TDS Range	Up to 200 mg/ltr
11	Comprehensive warranty	1 Year + 1 year additional

**Additional Technology:**

- Hybrid Carbon Chemi Block Cartridge
- Biotron Cartridge
- Advanced Mineral Guard
- Active Copper Maxx technology

### Annexure- VII

#### Technical specification compliance sheet/ Machine Installation Report ( To be provided after installation of purifiers)

Sl. No	Technical specification	Minimum Requirement	Whether specification supplied meets minimum requirement Yes/ No	Quantity supplied is same as quantity demanded Yes/ No	Remarks
1	Technology	UV and TDS controller			
2	Power Consumption	20 W			
3	UV Lamp	8-12 W			
4	Mounting type	Wall mounting/ Table Top			
5	Storage capacity	7 Litre			
6	Purification capacity	12 ltr per hour or more			
7	Display	LED type			
8	Cartridge	Copper type			
9	Body material	ABS food grade			
10	TDS Range	Up to 200 mg/ltr			
11	Comprehensive warranty	1 Year + 1 year additional			

## Annexure- VIII

### ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the National Bank for Agriculture and Rural Development (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (hereinafter called “the Tenderer”) of the other part.

WHEREAS the Employer is desirous of executing the work viz., “Supply, Installation, Testing & Commissioning of Water Purifiers under buyback for Residential Quarters (Officers and Staff), Chandrasekharpur, Bhubaneswar” (100 no.s)

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or 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 Tenderer hereby agrees to commence the work/ job within 15 **days** of receipt of the work orders as provided for in the said conditions and to complete the entire work within the time period prescribed in the tender, reckoned from the date of receipt of such work orders subject nevertheless to the provision for extension of time.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have the jurisdiction to determine the same to the exclusion of all other courts.
10. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.
11. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.
12. IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the tenderer is a company).

**Signature Clause**

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

(Name & Designation)

In the presence of:

Witness # 1

Witness # 2

Signature:

Signature:

Name:

Name:

Address:

Address:

SIGNED AND DELIVERED by the Bidder By the  
hand of

(Name and Designation)

In the presence of:

Witness # 1

Witness # 2

Signature:

Signature:

Name:

Name:

Address:

Address:



## Annexure- IX

### Letter of Indemnity and Undertaking

(To be stamped on Rs.100/- stamp paper)

The Chief General Manager,  
NABARD, Odisha Regional Office,  
Ankur 2/1, Nayapalli Civic Centre,  
IRC Village, Bhubaneswar,  
Odisha - 751015

Dear Sir

“Tender for Supply, Installation, Testing & Commissioning of Water Purifiers under buyback for Residential Quarters (Officers and Staff), Chandrasekharpur, Bhubaneswar” (100 no.s)

In consideration of National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') agreed to purchase hardware 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 submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the \_\_\_\_\_ Limited hereby declare and certify that we are the rightful owners/ licensees of the said systems offered for sale to NABARD and that the sale of the said systems to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy Rights Act 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said systems supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, Servants, Agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We the said \_\_\_\_\_ (bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers or servants or agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, Contractors, sub-Contractors, suppliers, agent(s), employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

In witness whereof he \_\_\_\_\_ has put his hands and seal the month and year first herein above mentioned.

Yours faithfully

(Name and designation)

Of Authorized official

Signed and delivered by

The within named \_\_\_\_\_

In the presence of \_\_\_\_\_

1) Witness

2) Witness

## Annexure- X

Performance Bank Guarantee format  
(on Non-Judicial Stamp Paper of Rs.100.00)

To,

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to

\_\_\_\_\_ (type of work) at \_\_\_\_\_  
\_\_\_\_\_ (Place of Regional Office) (hereinafter referred to as “Services”)

From \_\_\_\_\_ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the Notice Inviting Tender, Ref.NO. \_\_\_\_\_ Dated \_\_\_\_\_ and their agreement (hereinafter referred to as the “Contract”) and subject to the Contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the \_\_\_\_\_ (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the Contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to \_\_\_\_\_ (validity date of BG) money not exceeding a total sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) only as may be claimed by the purchaser to be due from the Contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the Contractor to provide proposed services as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the Contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the Contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on \_\_\_\_\_ (validity date) without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. \_\_\_\_\_ .

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the Contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser’s principal debtors in respect of all the claims of the purchaser against the Contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the Contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the Contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the Contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the Contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the Contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
- ii) This Bank Guarantee shall be valid up to \_\_\_\_\_ (validity date);
- iii) Unless actions to enforce the claims is filed on or before \_\_\_\_\_ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
- iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_

For and on behalf of Bank.

.....

## Part- II

**PRICE BID**

## SCHEDULE OF QUANTITY

**PREAMBLE TO SCHEDULE OF QUANTITIES**

“The Supply, Installation, Testing & Commissioning of Water Purifiers under buyback for Residential Quarters (Officers and Staff), Chandrasekharpur, Bhubaneswar” (100 no.s) with its Preamble to Schedule of Quantities form a part of Schedule of Quantities for contractual purpose and should be studied carefully prior to filling up the Schedule of Quantities.

1. Schedule of Quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
2. Items are described to the best possible extent in Schedule of Quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained once the contract is awarded.
3. Rate to be quoted against any item in the Schedule of Quantities shall be inclusive of all the materials, labor, equipment, facilities and direct and indirect overheads and profits necessary for safe and timely completion of item in accordance with the specifications.
4. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
5. All quoted rates shall be inclusive of all taxes, Government Sales Tax (State & Central), service tax or any other taxes inclusive of octroi and excise duty, levies, wages, etc. as per minimum wages Act etc. No other claim whatsoever in this respect shall be entertained. The rates shall be firm for the duration of this contract plus authorized extension period, if any.
6. Rate quoted by the Contractor shall include for removal of debris out of premises to the safe Municipal limit, removing stains and cleaning the site thoroughly and unless the same is done to the satisfaction of the Consultant/NABARD, the bill will not be settled.
7. The tender rates shall be firm and shall not be subjected to variations on account of fluctuations in market rates, taxes or any other reasons whatsoever during the tender period.
8. **RATES TO BE FILLED IN BILL OF QUANTITIES:** The tenderer is requested to fill up rates in both figures and words. If on checking there are differences between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
  - (a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the Contractor shall be taken as correct.
  - (b) When the amount of an item not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
  - (c) When the rates quoted by the Contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
9. The clients do not bind themselves to accept the lowest or any tender and reserve the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

## DECLARATION BY THE CONTRACTOR

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

Place:

Signature of Contractor

Date:

Name and Seal

**PRICE BID / SCHEDULE OF QUANTITY**

**(A)** Bid for New Equipment

**(Amount in Rupees)**

Sl. No.	Component	Brand & Model	Quantity	Price per Unit	Total
			<b>A</b>	<b>B</b>	<b>C= A*B</b>
1	<b>Water Purifier ( must include price for 1 year additional service warranty)</b>		100		
	<b>Total in words</b>				

- **In the event of procurement of more or less no. of units, payments will be made on Pro rata basis. Units procured within bid validity period i.e. 90 days from opening of Price Bid will be paid at quoted rates and beyond this procurement will be done at not more than market rate from L1 bidder.**

**(B)** Buyback of old equipment ( will be settled as per actual basis)

Sl. No.	Component	Description	Purchase Year	Quantity	Unit cost	Total
				<b>D</b>	<b>E</b>	<b>F= D*E</b>
1	<b>Water Purifier</b>	<b>Eureka Forbes – AG Infiniti</b>	2011	120		
	<b>Total in words</b>					

**(C)** Net amount to be paid by NABARD

Sl. No.		Description	Amount in Rs.
1	<b>C</b>	New equipment amount	
2	<b>F</b>	Buyback amount	
3	<b>(C-F)</b>	Net amount (1-2)	
<b>Net amount in words</b>			

Note:

1. The above quoted rates shall be inclusive of all Taxes, Insurance, Transportation to site, commissioning, testing, properly handing over, including provision of all necessary manpower, etc.
2. The Supplier/Contractor in their own interest may visit the site and see the scope of work including the actual quantity of work before quoting the rates.
3. NABARD will take total quotation amount as a whole for considering L-I bidder for awarding the work.
4. Rates quoted by the firm should be valid for a minimum period of **90 days** from the date of opening of quotation.

Accepted all terms and conditions

: Place

Date:

Authorized Signatory