

Tender
for
**Supply, installation, testing and commissioning of 02 Door Frame Metal
Detectors (09 Zone) at NABARD Office premises**



Department of Premises, Security and Procurement
NABARD, Rajasthan Regional Office
3, Nehru Place, Tonk Road, Jaipur – 302015
Contact no - 0141 - 2742869
[**dpsp.jaipur@nabard.org**](mailto:dpsp.jaipur@nabard.org)

Date of issue of tender document	29 January 2018
Date and time for Pre Bid Meeting with Bidders	3.00 PM , 05 February 2018
Due date and time for submission of tender	3.00 PM , 19 February 2018
Date and time of opening bids	4.00 PM, 19 February 2018

NOTICE INVITING TENDER

Ref No. NB.RAJ.DPSP/

/ OP (DFMD) /2017 - 18

29 January 2018

M/s

Sirs,

Notice inviting tender – Supply, installation, testing and commissioning of 02 Door Frame Metal Detectors (09 Zone) at NABARD Office premises at 03 Nehru Palace, Tonk Road, Jaipur - 302015 Rajasthan

1. National Bank for Agriculture and Rural Development (NABARD) intends to Supply, installation, testing and commissioning of 02 Door Frame Metal Detectors (09 Zone) at our Office premises at 03 Nehru Palace, Tonk Road, Jaipur - 302015 and invite you to bid for the same.
2. You are requested to submit your offer in sealed envelope for the aforesaid work as per the details, specifications and other requirements as mentioned more specifically elsewhere in this tender document.
3. The pre-bid meeting will be held on 3.00 PM , 05 February 2018 at our office address. Bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work before the pre – bid meeting.
4. Sealed offer should be addressed to the Chief General Manager , NABARD Regional Office , 03 , Nehru Palace , Tonk Road , Jaipur – 302015 and superscribed **“Tender for Supply, installation, testing and commissioning of 02 Door Frame Metal Detectors (09 Zone) at NABARD Office premises at 03 Nehru Palace, Tonk Road, Jaipur - 302015”** . The tender should not be submitted later than 03.00 pm on 19 February 2018.
5. The bid should contain the following :
 - a. Tender document, every page of which should be duly signed and stamped.
 - b. Bar chart indicating the programme for execution of the work.
 - c. Earnest Money Deposit (EMD) of Rs.8000/- (Rs. Eight Thousand Only) by way of a Demand draft from Nationalised /Scheduled Bank payable at Jaipur in favour of “NABARD”. Tender without EMD shall be rejected. **Exemption from submission of EMD as per MSME ACT, 2006 / NSIC registered parties will not be considered.**

- d. The bid complete in all respects duly sealed and addressed by Name of Chief General Manager, NABARD, Rajasthan Regional Office, Jaipur.
- e. The bid should not contain any conditions, whatsoever and conditional bids, if any, shall be rejected.
6. The bid will be opened on 3.30 PM, 19 February 2018 at our office address in the presence of representative of Bidders, should they choose to be present.
7. Before filling up the tenders , the Bidders may note the following :
 - a. The bid shall remain valid and open for acceptance for 06 months from date of opening of technical bid. If a Bidder withdraws his tender before the expiry of the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to NABARD, then NABARD, without prejudice to any other right or remedy, will be at liberty to forfeit the earnest money.
 - b. The work shall be completed within 02 months from the date of issuance of Work order. The successful contractor will have to give bar/activity chart of various activities of works to be done along with time schedule so that the work is completed within the stipulated time. The chart shall be submitted within 15 days from the date of acceptance of the tender.
 - c. All documents in support of the offer should be signed and sealed by the firm.
 - d. Liquidated damages for delay in completion of the work will be levied at 0.25 % of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
 - e. NABARD reserves the right to accept or reject any/all tenders in part or whole of any firm /firms without assigning the reasons for doing so.
 - f. Bidder should quote the rate in figures as well in words. The rate of each item should be worked out and the requisite total amount shall be calculated accordingly.
 - g. The tender document must be neatly filled and all entries must be either hand written or neatly typed. If any of the documents is missing or un – signed in the bid, the bid will be rejected without any further correspondence.**

- h. Bidder should visit the site to ascertain the working conditions and local authority regulation / restrictions if any and other information required for proper execution of the work.
 - i. All taxes including GST and any other payable /prevailing tax on material or on finished work etc., in respect of this contract shall be payable by the contractor and NABARD will not entertain any claim, whatsoever, in this respect over the quoted price.
 - j. NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to negotiate or partly accept any tender or all Bidders received without assigning any reasons thereof.
 - k. NABARD also reserves the right to divide and distribute the work to more than one Bidder at its sole discretion.
 - l. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by Bidder/ s who resort to canvassing will be liable for rejection
8. The successful Bidder shall execute an agreement with NABARD on the lines of the format enclosed (Articles of Agreement) within 14 days from the date of acceptance of the offer failing which the Bidder`s EMD may stand forfeited.

Regards


Deputy General Manager

Form of Tender

Date:

**The Chief General Manager,
National Bank for Agriculture and Rural Development
3, Nehru Place, Tonk Road,
Jaipur-302015**

Dear Sir,

Tender for Supply, installation, testing and commissioning of 02 Door Frame Metal Detectors (09 Zone) at NABARD Office premises at 03 Nehru Palace, Tonk Road, Jaipur - 302015 Rajasthan

I /we , the undersigned have carefully gone through and clearly understood the scope of work, technical specification and guidelines relating to the contract for Supply, installation, testing and commissioning of 02 Door Frame Metal Detectors (09 Zone) at NABARD Office premises at 03 Nehru Palace, Tonk Road, Jaipur - 302015 Rajasthan as specified in the Tender after visiting and examining the site of the work specified in the Tender and having acquired the requisite information relating to the tender.

I/We hereby offer to execute the work/s specified in the said Tender within the time specified at the rates mentioned in the bid and in accordance in all respects of the tender with the specifications and instructions in writing referred to in the conditions of the tender, the articles of the agreement, special terms and conditions and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum:

1	Description of the works	Supply, installation, testing and commissioning of 02 Door Frame Metal Detectors (09 Zone) at NABARD Office premises at 03 Nehru Palace, Tonk Road, Jaipur - 302015 Rajasthan
2	Estimated cost	Rs. 4.00 lakh
3	Earnest money	The agency shall pay as earnest money a sum of ₹ 8000/- by way of demand draft.
4	Period of contract	The completion period of the work is 04 months from the date of issuance of work order.
5	Retention Money Deposit	5% of value of accepted tender

I/we hereby agree to abide by the terms and conditions of the contract of the tender hereto so far as they may be applicable or in default thereof to forfeit and pay to National Bank for Agriculture and Rural Development the amount mentioned in the said conditions.

I/We have submitted a sum of ₹ 8000/- as earnest money with the National Bank for Agriculture and Rural Development, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be fortified by me/us to the National Bank for Agriculture and Rural Development.

I/We further agree to complete the work within 04 months from the date of issuance of the work order by NABARD.

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

I/We agree to pay GST, , Work Contract Tax, Octroi duties, Service tax levied by the government, as prevailing from time to time, on the Design, Supply of items as laid out in Bill of Quantities including items of additional fitments as per requirement, for which the same are leviable and the rates quoted by me/us are inclusive of the same.

Our pan No. Is _____ (Copy of PAN to be attached)

Our Bankers are:

(i)

(ii)

The Names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorised to sign

Or

Name of person having Power of Attorney too sign the contract (certified true copy of the Power of Attorney should be attached)

Yours Faithfully,

Signature of Authorised signatory

(Signature and address of witnesses)

(i)

(ii)

(iii)

**GENERAL TERMS AND CONDITIONS / INSTRUCTIONS TO THE
BIDDERS**

1. Bidder must use only the bid format issued by NABARD, to fill in the rates. Any additional /alteration in the text of the tender made by Bidder shall not be considered. Such tender /s may be considered invalid by NABARD at its discretion.
2. All entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by NABARD in its discretion.
3. Rates and amounts should be quoted both in figures and in words, in columns specified. All erasures and alterations made while filling the tender must be attested by the initials of the Bidder. Overwriting of the figures is not permitted.
4. Failure to comply with either of these conditions will render the tender void at NABARDs option. No advice whatsoever especially on any change in rate, specifications or conditions after opening of the tender will be entertained. If on check there are difference between the rates given by Bidder in the words and figures or in amount worked out by him, the following procedure shall be followed:
 - a. When there is a difference between the rates in figures and in words, the rates that correspond with the rate written either in the figures or in words, then rate quoted by Bidder in words shall be taken as correct.
 - b. When the amount of an item is not worked out by Bidder or it does not correspond with the rate written either in figures or in words, then the amount corresponding to the rate quoted by Bidder s in the words shall be taken as correct.
 - c. When the rates quoted by Bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by Bidder shall be taken as correct and not the amount.
5. Each page of the tender document should be signed by the authorized person or persons submitting the tender in token of his/their having acquainted himself /themselves with the general conditions of contract. General specifications, special conditions etc. as laid down. Any tender with any of the documents not so signed will be liable to be rejected.
6. The tender submitted on the behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on the behalf of the firm

to enter in to the proposed contract. Otherwise the tender may be rejected by NABARD.

7. Bidder shall furnish earnest money in the form of Demand Draft in favour of “NABARD” from any nationalized NABARD as a part of his tender. A tender that is not accompanied by EMD shall be rejected. The EMD will be returned to Bidder if his tender is not accepted by NABARD but without any interest thereon. The EMD paid by the successful Bidder shall be retained by NABARD as a part of security for execution of fulfilment of the contract. The EMD of successful Bidder will be forfeited if he fails to comply with any of the conditions of the contract / tender documents or if he withdraws his tender during the specified period of validity of offer or if he fails to sign the contract agreement within the stipulated period.
8. NABARD does not bind itself to accept the lowest or any quotation and reserves to itself the right to accept or reject any or all the quotations, without assigning any reasons for doing so. NABARD also reserves the right to divide the work and award separately amongst the Bidders, without assigning any reason for doing so.
9. On receipt of intimation from NABARD of the acceptance of his/their tender, by way of Work Order, the successful Bidder shall sign an agreement on the lines of the agreement in the format prescribed herein. A work order by NABARD will constitute a binding contract between NABARD and Bidder so tendering, whether such formal agreement is or is not subsequently executed. The cost of the necessary stamp paper for execution of the agreement shall be borne by the successful Bidder.
10. Bidder shall not assign the contract and shall not sublet any portion of the contract except with the written consent of NABARD. In the case of breach of these conditions, NABARD may serve a notice in writing on Bidder rescinding the contract where upon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Bidder.
11. Bidder shall carry out all the work strictly in accordance with the details and Engineer / Officials. If in the opinion of NABARD, changes have to be made in the design and with the prior approval in writing they desire Bidder to carry out the same. NABARD`s engineer/officials decision in such case shall be final.
12. A schedule of probable quantities in respect of each work and specifications

accompany their general and special conditions. The bid should contain not only the rates but also the value of each item of work entered in a separate column and all amount quoted against various items entered in a separate column and all amounts quoted against various items should be totalled in order to show the aggregate value of entire tender.

13. Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering in to a contract and inspect site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
14. The rates quoted in the tender/ offer shall be for the complete item including design, supply, installation, testing and commissioning of work at site. The rate shall also include all charges for storing, watch and ward, reinstating and making good damaged work if any to its original finish etc. The rates quoted shall be deemed to be finished work to the measured at site. The rate quoted in the tender shall include all charges for packing, transporting, loading, unloading and for delivery at site. The rates shall also be firm during the period of the contract including extended period if any and rates shall not be subject to exchange variation, labour conditions and fluctuations in railway freights, taxes or any conditions whatsoever. Bidders must include in their rates, sales tax, excise duty, octroi, entry tax or any other tax and duty or other levy as existing, levied by the central government or any state government or local authority, if applicable. No claim in respect of increase in sales tax, work contract tax, excise duty, octroi or other tax, duty or levy during the duration of the contract shall be entertained by NABARD. The same will remain firm during the contract period.
15. Rate should include:
 - (a) charges for removal of debris out of premises, removing stains, cleaning the site thoroughly and restoring it to original condition where work is undertaken, (b) all Taxes, Duties, Octroi, Levies, Payment of wages as per Act , VAT,
 - (c) Freight & Insurance, and, (d) all overheads & profits etc.
16. Quoted rate should be workable, and should be firm for the entire contract period. No variation of rates will be allowed.
17. Bidder is required under the contract to deliver the goods to the site. (The

storage/handling etc. shall be sole responsibility of Bidder till the commissioning/ handover of the system). No 'C' forms will be issued from NABARD.

18. The price shall be inclusive of all taxes and duties, custom duty, excise duty, Income Tax, Surcharge on income tax etc. if any. An Applicant firm shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by Bidder. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of Bidder as per the prevalent laws and rules of Government of India and Government of Rajasthan in this regard.
19. Bidder shall continue to provide spare parts after the expiry of warranty period at the users cost if desired by the user. If Bidder fails to continue to supply spare parts and services to users NABARD shall take appropriate action against the firm.
20. Bidder shall indemnify NABARD against all third party claims of Infringement of patent, royalties' trademark or industrial design rights arising from use to the goods or any part thereof.
21. Bidder, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of installation. Bidder shall be held responsible for all damage due to improper packing.
22. All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of Bidder.
23. The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation; natural calamities shall be included in the bid price.
24. All the equipment and materials including spares, if any, being supplied by the Bidder shall be completely insured at his own cost from the time of dispatch till installation & commissioning of the project and taking over by beneficiary/User in accordance with the Bidding Documents.
25. It will be the responsibility of Bidder to lodge, pursue and settle all claims with the Insurance Company for all equipment / materials in case of any damage, loss, theft, pilferage or fire during execution of Contract and NABARD shall be kept

informed about it. Bidder shall be responsible for replacement of the lost /damaged materials promptly irrespective of the settlement of the claims by the underwriters and Bidder shall ensure that the work progress is as per the agreed schedule without cost over-run/time overrun. The losses, if any, for such replacement shall be borne by Bidder.

26. Bidder shall note that unless otherwise stated the tender is strictly on lump sum basis and his attention is drawn to the fact that rate should be correct, workable and self-supporting. This tender shall carry out all works necessary for completion of the work and for delivering the desired results. No claim shall be entertained on this account.
27. Bidder should not employ any person who is prohibited by law from being employed for fulfilling obligations under this contract.
28. Any act of indiscipline/misconduct/theft/pilferage on the part of any employee/**person** engaged by Bidder resulting in any loss to NABARD in kind or in cash will be viewed seriously and NABARD will have the right to levy damages or fine and/or even terminate the contract forthwith.
29. In case of any default or failure on part of Bidder to comply with all/any one of the terms/conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Bidder and/or by taking recourse to appropriate recovery proceedings.
30. 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.
31. Bidder must submit a certificate from the manufacturers that the supplier is an authorized dealer for the sales and service of the products.
32. Bidder shall not be entitled to any compensation for any loss suffered by him on the account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of the modification 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 the works or in procuring government controlled or other building materials or in obtaining water and power connections for the construction purpose or for any other reason

whatsoever and NABARD shall not be liable for any claim in respect thereof. NABARD does not accept the liability for any sum besides the tender amount, subject to such variations as are provided for herein.

33. The successful Bidder 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.
34. The successful Bidder must cooperate with the other contractor appointed by NABARD so that the work shall proceed smoothly with the least possible delay and to the satisfaction of NABARD.
35. The tender shall guarantee that the work shall be free from any defects whatsoever for a period of 01 year Defect Liability period(Warranty) from the date of completion /commissioning of the work.
36. The work allotted to Bidder is to be complete within 04 months reckoned from the date of issue 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.
37. Any defect or shortcomings found during the completion of the work and during the defects liability period from the completion of the entire work shall be attended / rectified by Bidder without any extra cost to NABARD. In case of failure to do so within 10 days from such notice from NABARD, NABARD may get such rectifications works carried out through any other firm and expenditure incurred by NABARD shall be recovered from any money due to Bidder.
38. A sum equivalent to 5% of the contract sum is required to be deposited by the firm with in 07 (Seven) days from the date of issue of the work order. Earnest money deposit will form a part of total security deposit. The entire security deposit will be refunded after three months from the expiry of defect liability period.
39. No escalation shall be allowed on the rates of the contract.
40. No mobilisation advance shall be paid to Bidder.
41. On site, lockable storage space will be given as per availability, the security for which will be the responsibility of Bidder /s. NABARD will not be responsible for contractor's materials. Bidder may be required to vacate the storage space as per exigency without any extra cost.

42. Bidder has to make his own arrangement of stay for his employees.
43. Bidder shall be entitled to receive payment on the basis of installation and commissioning, approved and certified by NABARD engineer. Officials regarding compliance with the specification and acceptability subject to deductions **herein after mentioned in Annexure – 1.**
44. Bidder will be governed by the local labour laws / acts in force.
45. If in the opinion of NABARD engineer/ officials, works be delayed by force majeure such as war/hostilities, riots or civil commotion, earthquakes, fire, tempest, lightening or other natural disasters, restriction imposed by the Government which prevent or delay execution of the order or by any other reasons, a suitable extension of time will be given and no extra claim will be paid by NABARD whatsoever.
46. Bidder shall use all materials conforming to the relevant BIS/ISI/relevant code and will use the best material of approved manufacturer.
47. Bidder shall maintain at site responsible, efficient, qualified and well experienced in charge during the whole contract period. Any clarification, explanation, instruction or notices given by NABARD to such in charge shall be deemed to be given to Bidder and shall be binding on Bidder.
48. Bidder shall on request of NABARD, immediately dismiss from the work any person in the opinion of NABARD be unsuitable or incompetent or who may be guilty of misconduct.
49. Bidder shall at the instructions of NABARD within such time as notified, open up for inspection any work and *if* Bidder refuse or neglect to comply with such instructions, NABARD may employ other workman to open of 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 Bidder from any money due or which may be due to Bidder .
50. Notices of NABARD, to Bidder 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 Bidder by being left on the works. Notices may be served at or sent by registered post to the registered office of Bidder. 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.

51. Termination of the contract by NABARD:

If Bidder 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 NABARD that they are able to carry out and fulfil the contract , and to give security , therefor , if required by NABARD.

Or

If Bidder (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 Bidder , or shall assign or sublet the contract without the consent in writing of NABARD first obtained.

Or

Shall charge or encumber this contract or any payments due or which may become due to Bidder there under.

Or

If Bidder:

- a. Has abandoned the contract, or
- b. 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 NABARD written notice to proceed , or
- c. Has failed to proceed with the works with such diligence and failed to make such progress as would enable the work to be completed within the time agree upon, or
- d. Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from NABARD written notice that the said material of work were condemned and rejected by NABARD under these conditions , or
- e. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contractor to be observed and performed by Bidder for seven days after written notice shall have been given to Bidder requiring Bidder to observe or perform the same , or

- f. Has to the detriment of good workmanship or in defiance of NABARD`s instructions to the contrary sublet any part of the contract then and in event of any of the aforesaid cases, NABARD may, notwithstanding any previous waiver , after giving seven days` notice in writing to Bidder , determine the contract but without thereby affecting the powers of NABARD or the obligation and liabilities of Bidder , 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 Bidder .

And further , NABARD may enter upon and take possession of the work and all plants , tools , scaffolding ,sheds , machinery and material lying upon the premises or the adjoin 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 , and Bidder shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When work shall be completed or as soon thereafter as convenient, NABARD shall give a notice in writing to Bidder to remove his surplus material and plant, and should Bidder fail to do within period of 14 days after the receipt thereof by him, NABARD shall sell the same by public auction, and shall give credit to Bidder for the amount realised on deducting therefrom the costs of removal and sales.

If any sum shall be due or payable to or by NABARD for the values of the said plant and materials so taken possession of by NABARD and the expenses of loss which NABARD shall have been put to in requiring the works to be completed, and the amount, if any, owing to Bidder and the amount which shall be so certified shall thereupon be paid by NABARD to Bidder or by Bidder to NABARD, as the case may be, and NABARD`s certificate shall be final and conclusive between parties.

On termination of the contract, Bidder shall forth will remove himself and his workmen from the work site.

52. Termination of the contract by Bidder:

If the payment of the amount payable by NABARD shall be in arrears and unpaid for 30 (Thirty) days after it has become due as per payment terms and after notice in writing requiring payment of the amount shall have been given by Bidder to

NABARD and if NABARD unreasonably withholds any such payment then contractor shall be entitled to give a termination notice and terminate the contract and recover from NABARD payment for all works executed for the purpose of the contract.

In arriving at the amount of such payment, the net rates contained in Bidder`s original tender shall be followed.

53. Matters to be finally determined by NABARD

NABARDs` 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 and extension of time, opened up works and schedule of rates as contained in the 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 Bidder. NABARD`s instructions if any, in this regard in case of any urgency, shall also be complied immediately.

54. Arbitration

If any dispute, difference or question shall at any time arise between the parties as to the construction of this tender and subsequent 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 NABARD or representative of NABARD is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days` notice in writing to the other (herein after referred to as “Notice for conciliation / Arbitration ”) clearly setting out the items of dispute to a conciliator or 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; NABARD shall send to Bidder s, within thirty days of the Notice of Conciliation/Arbitration , a panel of three names of the persons who shall be presently unconnected with the organisation of NABARD or Bidder s.

Bidder 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 NABARD within fifteen days of receipt of names. NABARD shall thereupon without any delay, appoint the said person as the

Conciliator or Sole Arbitrator.

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

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

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

55. Insurance contract conditions, contractor`s liability and insurance
 - a. From the commencement to the completion of the works , Bidder 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 damages or loss that may happen to the works or any part thereof from any cause whatsoever , inherent defects and failure due to poor workmanship and causes such as fire , lightening , explosion, earthquake , storm , hurricane , floods inundation , subsidence, landslides , rock slides, riots (excluding civil war , rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect within the requirement of the contract.

Explanation:

For the purpose of this condition, the expression “from the commencement to completion work” shall mean the time commencing from the issue of the work order to Bidder and ending with the successful completion of the plant.

- b. Without limiting the obligation and responsibilities under this condition, Bidder shall insure and keep insured the works from the commencement to completion , as aforesaid , for their full value provided under this contract , increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the clause 64(a) . In the event of there being a variation in the nature and extent of the work, Bidder shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by Bidder. The said insurance shall also provide for the removal of debris of the lost or damaged works.
- c. Bidder shall at all times indemnify NABARD against all losses , claim or damages or compensation under the provision of the payment of wages Act 1936, minimum wages act 1948, employer liability act, 1961 , Industrial dispute act 1947, employer state insurance act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the work whether in the employment of NABARD , or contractor or not and also against all costs, charges and expenses of any suit , action or proceeding whatsoever out of such accident or injury or combination of any such claims.
- d. Before commencing the work, Bidder shall without limiting his obligation and responsibilities under this condition insure against any loss of life or injury to any personnel in the employment of Bidder /sub-contractor /nominated contractor.

For this purpose insurance shall be taken by Bidder /sub-contractor /nominated contractor. Such insurance shall be taken to include both employees/workmen covered by workmen's compensation Act 1923, as well those employees/workmen not covered by the said act. Separate insurance policies may be taken for employees/workmen covered under workmen's compensation Act 1923, and employees/ workmen not covered by the said act. All premiums shall be paid by Bidder.

- e. Bidder shall at all times indemnify and keep indemnified NABARD against all losses and claim for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceeding, damages, costs, charges and expenses whatsoever in respect of or on relation thereto. Before commencing the execution of the works, Bidder shall without in any way limiting his obligation and liabilities under this condition, insure at his cost and expenses against any damage or loss or injury which may be caused to any person or property including the employee or servant of NABARD and the consultant and their property by or in the course of execution of works. Such insurance to be known as the third party insurance shall be in a sum equivalent to two percent of the value of the accepted tender subject to the minimum sum of rupees five lakh. The insurance policy to be so obtained by Bidder shall be deposited by Bidder with NABARD within the seven days of its issue by the insurer.
- f. Bidder shall ensure that similar insurance policies are taken out by his sub-contractors or nominated contractors, if any, and shall be responsible for any claim or loss resulting from their failure to obtain adequate protection in connection thereof . While taking the insurance policies, contractor should indicate clearly to the insurance companies that the policies issued cover their sub-contractor and nominated contractor also.
- g. No work shall be commenced by Bidder unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by Bidder unless and until each insurance is current and valid at that time.
- h. In the event of any claim for insurance becoming due on the account of any eventuality covered by the respective insurance policy/policies, Bidder shall

reinstate the installation, replace the material or equipment's or pay compensation to the affected personnel /employees without waiting for the settlement of the claim from the insurance company.

56. The person deployed by Bidder in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against NABARD. Bidder's personnel shall not claim any benefit /compensation /absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contractor Gardener (Regulation & Abolition Act, 1970).

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.

Signature of Bidder

Seal

Date:

Place:

Pre bid qualification criteria:

1. TECHNICAL ELIGIBILITY CRITERIA:

The Bidder should have installed & commissioned at least 01 similar kind of work of worth Rs.2.00 Lakh which should have been commissioned at least 05 years prior to Bid Opening date.

Or

The Bidder should have installed & commissioned at least 02 similar kind of work of worth Rs.1.00 Lakh which should have been commissioned at least 05 years prior to Techno- Commercial Bid Opening date.

The list of project commissioned at least 05 years prior to Techno -Commercial Bid Opening date along with a copy of the Work order/Contract/Agreement/ from the Client/Owner shall be submitted in support of above.

The bidder should be authorised dealer /vendor for supply the brand of DFMD.

2. FINANCIAL ELIGIBILITY CRITERIA:

The Bidder should have an Annual Turnover of Rupees 10.00 lakh in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at least have completed one financial year.

Information to be furnished by the Vendor

1	Name and Registered address	
2	Whether Registered (If yes, please enclose copies of relevant supporting documents)	Details to be furnished in the prescribed proforma (Statement I)
3	Experience (give number of years)	_____ Years
4	Important large projects executed during last one year by the firm together with approximate cost of the individual project. The full postal address of the clients for whom the works have been executed shall also be given.	Details to be furnished in the prescribed proforma (Statement II)
5	Name and address of banker/s of the firm	
6	Turnover of the firm during last 3 years (Year-wise)	

Note: Please enclose copies of relevant supporting documents, wherever necessary.

Signature of the applicant with
Full address and Office Seal.

Bank Account Particulars of the Bidder

1	Name of Firm	
2	Address of firm	
3	Name of Bank Branch and Address	
4	Bank Code & Branch Code	
5	IFS Code of Bank Branch	
6	Type of Account	(Saving / Current / Cash Credit)
7	Account Number	
8	PAN of firm	
9	Service Tax Registration No.	

Signature of the applicant with
Full address and Office Seal.

Scope of work

- i. Study the existing security system in the Office premises for installing the Door Frame Metal Detector.
- ii. Supply, Install, Test and Commission the newly installed 02 Door Frame Metal Detector including associated fittings.
- iii. The structure shall be designed for simple mechanical and electrical installation. There shall be no requirement of welding or complex machinery at the installation site.
- iv. If prior civil work or support platform is absolutely essential to install the structures, Bidder shall clearly and unambiguously communicate such requirements along with their specification in the bid.
- v. Detailed instructions for such prior civil work shall be carried out prior to the supply of goods.
- vi. The tenderer shall extend unconditional guarantee that the Material supplied and work executed shall:-
 - a. Be in satisfactory condition and free from all defects including defects arising out of inferior materials faulty and inferior workmanship.
 - b. Be of highest quality and fit for the purpose for which they are intended.
 - c. Strictly comply with Technical Specifications.
 - d. Wherever defects are found in goods within a period of 12 months from the date of supply, the supplier shall bear all costs including freight and the replacement of the defective goods, without any cost to NABARD.
- vii. Any facility not mentioned in this scope, but which is vital to erection and commissioning of work is assumed to be included in the scope of work.
- viii. During working at site, some restrictions may be imposed by NABARD /Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account & no claim for delay on this account shall be entertained.
- ix. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

- x. The contractor is bound to carry out the tests as per the specifications for ascertaining the quality of the works executed/materials used as and when directed by NABARD. The cost of preparing samples and carrying out test for quality of materials or workmanship will be borne by the contractor except for such exclusions as per specifically mentioned in the specifications laid down in the contract. The cost of all test carried out in Laboratories as directed by the NABARD will be borne by the contractor.

Special conditions of contract

1. Working /detailed /shop drawing /brochures to be submitted before taking up the work on site.
2. No workmen will be allowed to stay within NABARD premises.
3. Electricity and water etc. will be provided by NABARD, free of cost.
4. Permissions, if any required from the local statutory authorities /bodies shall be obtained by Bidder at his own cost.
5. Bidder shall engage the necessary workers for removal of debris, waste , dust etc. as required by the Engineer – in Charge without the extra cost and also redo the damages caused to the building /works without any extra cost to NABARD and dispose of the debris at the designated place.
6. Work may have to be done during night time to adhere to the time schedule for completion of the work, for which no extra charges will be paid.
7. Bidder shall notify NABARD about the Statutory Approvals /Permissions, if any, to be take in respect of installation and its subsequent operation and shall take full responsibility in obtaining the same as well as in complying with all statutory requirements.
8. During the defect liability period from the date of completion of works, Bidder is required to provide preventive maintenance of all the components free of cost.
9. When storage is being provided, the surroundings and premises where such storage is located as well as the work of other agencies shall be protected and not damaged; if any damage is caused, it has to be made good to the satisfaction of NABARD at the cost of contractor.
10. Bidder shall cover, secure and protect all the items of works as directed, until the works are taken over by NABARD.
11. All the material used in the work shall conform to the latest edition of BIS/Relevant specification and shall be of tested quality and subject to further tests, if required by NABARD, at no extra cost to NABARD.
12. Statutory dedications such as TDS, surcharge thereon, work contract tax and surcharge thereon or other statutory deduction as applicable shall be deducted from bills / amount payable to Bidder.

Safety Code

1. First aid appliance including adequate supply of sterilized dressing and cotton wool shall be maintained in a readily accessible place.
2. An injured person shall be taken to the hospital without loss of time in cases where the injury necessitates hospitalization.
3. Hoisting machines and tackle if used in works, including their attachments, anchorage and supports shall be in the perfect condition.
4. Inflammable and hazardous items shall not be allowed near the working site.
5. Adequate safety measures against fire, theft etc. will be taken by Bidder.
6. Bidder shall observe all the safety precautions for the safety of the labourers and the employees of NABARD during execution of works. As a part of the contract, Bidder must satisfy the under mentioned safety requirements and must ensure at all times that these are followed without any deviations:
7. The office premises is a “NO SMOKING ZONE”, hence use of tobacco and smoking is strictly prohibited.
8. Any job where welding, soldering etc. is required and where lighting of flame is involved or using a source of heat or temporary electrical connections, shall not be done without prior permission from NABARD’s Technical Officer. No job involving heat sources are permitted to be carried out after office hours, holidays, Saturday and Sunday without prior permission from NABARD.
9. It is entirely the responsibility of Bidder to see that the safety appliances such as safety belts, life lines, helmets, rubber gloves etc., depending on the job, are made available to his staff at Contractor’s cost. If Bidder needs any suggestion/help in the matter, he can approach NABARD’s Officer-in-Charge. However, any lapse on safety will be viewed seriously.
10. Bidder shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.
11. Bidder 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.
12. Precautions in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for Bidder’s attention and action to ensure that conditions and methods of usage conform to safety of personnel and property.

13. Joints in flexible cables: Usage of portable appliance through cable joints sometimes may lead to severe sparking and fire takes place if combustible or flammable materials are lying at the joint. Perhaps this may not be noticed by operator at all. For this and similar reasons, joints in cables of portable appliances are not permitted at all.
14. Appliance body grounding and system grounding: In absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to body fault during usage. Further, all earth pin socket must have low impedance and mechanically firm earthing according to Indian Electricity Rules so that safety is assured to operator even under fault conditions.
15. Excavation / Additions / Alterations of Building etc.: During excavations, alternations of buildings etc., every care shall be taken that electric shock or damage to cable, etc. are avoided. De-energisation of circuits must be considered whenever required.

Annexure – I

Sr. No.	Particulars	Details
1	Defect liability period	01 year from the date of completion of work
2	Date of commencement	Reckoned from the date of issue of work order
3	Date of completion	Within 02 months from the date of issue of Work Order
4	Liquidated damages for delay	@0.25% of the value of accepted tender per week, subject to a maximum of 5% of value of accepted tender.
5	Security deposit	5% of value of accepted tender
6	Release of security deposit	After expiry of Defect liability period
7	Statutory deductions	Income tax at Source, work contract tax, VAT and any another tax/cess/surcharge as per applicable law /rules

Technical Specification details

Supply, installation, testing and commissioning of 02 Door Frame Metal Detectors (09 Zone) at NABARD Office premises

Make of DFMD:

Model of DFMD:

Sr. no	Specification	Whether complied or not (YES/ NO)
1	Detection capability for both ferrous and non-ferrous metal	
2	Audio visual alarm with alpha numeric LCD display	
3	Wide range of sensitivity setting and fine tuning including 04 base level setting	
4	Manual and automatic calibration	
5	Intelligent traffic counter	
6	Conform to relevant electricity safety standard	
7	Magnetic field should be harmless to Pacemakers, magnetic media and photographic films (Supported by test certificates from NABL accredited laboratory)	
8	Temperature range of – 10 deg C to +55 Deg C.	
9	Both visual and audible alarms with volume adjustment	
10	Remote control to operate the control panel without using button on the panel.	
11	Provision for PC connectivity	
12	Ready time of less than 10 seconds	
13	Two levels of password protection for	

	USER and Supervisor	
14	Auto set and self-test feature	
15	ABS Plastic floor mounts	
16	Software CD, User manual , Test Samples to be provided	
17	Operating voltage: 70Vac - 270Vac 50Hz - 60Hz	
18	185 cm x 70 cm x 50 cm (H x B x W) or more	

Financial Bid

Tender for Supply, installation, testing and commissioning of 02 Door Frame Metal Detectors (09 Zone) at NABARD Office premises, Jaipur

Sr. No.	Description of work	Unit	Rate in Rs.	Amount in Rs.
1	Supply, installation, testing and commissioning of Door Frame Metal Detectors (09 Zone) at NABARD Office premises, Jaipur	02		
2	AMC after defect liability period	04 years		
	Net rate in word (1 + 2)			
	Total in figures			
	Total in words			

(Rate is inclusive of GST, legal/stamp duty/registration charges of any kind /any other expenses or any tax at time being in force and nothing extra will be paid)

Accepted all terms and conditions

Signature of the applicant with full address and Office Seal.

Date:

Place: