

National Bank Staff College (NBSC)
Sector-H, LDA Colony,
Kanpur Road, Lucknow



Installation, Testing and Commissioning of a new deep tubewell
at

NBSC/ BIRD Office
Premises Sector-H,
Kanpur Road, Lucknow

PART II (Financial Bid)

PREAMBLE TO SCHEDULE OF QUANTITIES

The **Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow:** 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, labour, equipment, facilities and direct and indirect overheads and profits necessary for safe and timely completion of item in accordance with these specifications.
4. Mode of measurements for any item shall be in accordance with IS 1200, if not mentioned in the item specifications. If there is any discrepancy the decision of NBSC shall be final.
5. Quantities allocated for various items are based on general inspection and as such they are only approximate. Variation to any extent are possible during actual execution for individual items as well as for whole work. It shall be the responsibility of bidder to assess the extent of variations and to account for the same in the quoted bid, no extra claim shall be entertained on account of variations in quantities for whatsoever reason.
6. If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NBSC.
7. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
8. All quoted rates shall be inclusive of all taxes, Government Sales Tax (State & Central), servicetax or any other taxes inclusive of octroi and excise duty, levies, wages, etc. as per minimum wages Act etc. No other claim whatsoever in this respect shall be entertained. The rates shall be firm for the duration of this contract plus authorized extension period, if any.
9. Rate quoted by the contractor shall include for removal of debris out of premises to the safe LMC limit, removing stains and cleaning the site thoroughly and unless the same is done to the satisfaction of the Consultant/NBSC, the bill will not be settled.
10. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax.
11. The BIS/CPWD specifications shall be followed wherever applicable, and in the absence of it, the decision of NBSC will be final in respect of these specifications given by the NBSC.

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

13. RATES TO BE FILLED IN BILL OF QUANTITIES

The tenderer is requested to fill up rates both in figures and words. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedures 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 tally but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

14. National Bank Staff College (NBSC) does not bind itself to accept the lowest or any tender and reserve the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

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

16. Electric connection/power supply shall be arranged by the Contractor at site for running of Rig Machine/Compressor/OP UNIT etc for proper development of Tube well. In case NBSC's DG set is used, cost of operation of Generating Set shall be additionally charged from contractor.

DECLARATION BY THE CONTRACTOR

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

Signature of Contractor

Place:
Date:

Name and Seal
Address:

Sl. No.	Particulars	Quantity	Unit	Rate(Rs.)	Amount(Rs.)
1	Transportation of Rig Machine, Air Compressor & OP Unit along with T&P	1	LS-Job		
2	Drilling of 450mm dia bore hole by Drilling Rig.	150	meter		
3	Geophysical investigation of bore hole by Electronic Logger to delineate the water bearing strata of the bore hole/tube well	1	LS-Job		
4	Lowering of Assembly with simultaneous shrouding of tube well by Pea Gravel.	140	meter		
5	Cost of Digging of mud pit and cost of water for drilling.	LS	1 job		
6	Development by heavy duty Compressor for optimum discharge as per IS:2800/1979	50	Hour		
7	Development of Tube well by OP Unit	100	Hour		
8	Collection and chemical/bacteriological test of water for its potability as per ICMR standards/recommendation	1	LS-Job		
9	Providing and Fixing (P/F) of 200mm diaMS blank pipe (5.40 +/- 7% to 8%)– Casing/Housing pipe	60	meter		
10	Providing and Fixing of 150mm diaMS blank pipe (5.40 +/- 7% to 8%)	50	meter		
11	Providing and Fixing of 150mm dia MS slotted pipe (5.40 +/- 7% to 8%)	30	meter		
12	P/F of Reducer – 200mmX150mm	1	No.		
13	P/F of 200mm dia MS Clamp	1	pair		
14	P/F of 200mm dia Well Cap	1	No.		
15	P/F of 150mm dia Bail Plug	1	No.		
16	Supply of Pea Gravel for Shrouding of Tube well (size among 1/8, 3/8, 1/16, 3/16 inches-as per requirement)	40	Cubic meter		
17	P/F of Bentonite mud powder (50 Kg Bag Unit)	30	bags		
18	P/F of Submersible pump set 7.5 H.P. with Electric panel, submersible cable of 4.0 mm ² & 75 mm dia Column pipe(GI) etc. with complete fittings and other accessories, etc. complete in all respects.	1	Set-LS		
TOTAL COST					

Amount in words:

Place:

Date:

Signature of Contractor

Name and Seal

Address:



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National Bank Staff College



upto 3.00 PM on 28 July 2016 and will be opened at 3.30 PM. on the same day in our office in the presence of tenderers or their authorized representatives who may be present.

5. The Earnest Money amounting to **Rs. 23,100/- (Rupees Twenty Three Thousand One Hundred only)** in the form of Demand Draft/e-Payment payable to **National Bank Staff College, Lucknow** should accompany the tender in the sealed envelope. All tenders received within the stipulated time will be opened but the tenders which are received without Earnest Money will be rejected. Earnest Money in the form of cheque will not be accepted.

The Earnest Money of the successful tenderer shall be retained towards security deposit/retention money. Earnest Money deposit will not carry any interest.

6. Tenders received after the above time and date will not be accepted.
7. National Bank Staff College does not bind itself to accept the lowest or any tender and reserves the right to reject, negotiate any or all the tenders received and also to split the work without assigning any reason.
8. The tender shall be valid for at least **90 (Ninety)** days from the date of opening of price bid.
9. Tenders which do not fulfil all or any of the above conditions or are incomplete in any respect are liable for rejection.
10. Rates in the price bid must be quoted both in words and figures and in case of any discrepancy; rates quoted in words will prevail.
11. The tender documents should be signed on each page by the tenderer or his duly authorized representative. Any overwriting, correction or cancellations should be duly authenticated with seal. Tender documents should be accompanied by a certified true copy of an absolute power of attorney in favour of signatory to the documents.
12. Any discrepancies, omissions, ambiguities or conflicts in contract document or any doubts as to its meaning should be brought to the notice of the Bank. The Bank will review these and where information sought is not clearly indicated or specified, will issue a clarifying bulletin to all tenderers which will form part of the Contract Document. The Bank will not be responsible for any oral instructions.

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National Bank Staff College



13. The Contract shall be binding on the tenderer as soon as the acceptance of the tender is communicated to the tenderer by the Bank.

14. National Bank Staff College will not accept any condition in price bid. The conditional tender will be rejected.

Yours faithfully

(S. Mukherjee)
Assistant General Manager

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National Bank Staff College

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**NATIONAL BANK STAFF COLLEGE (NBSC) PART-I
LUCKNOW**

**INSTALLATION, TESTING AND COMMISSIONING OF
A NEW DEEP TUBE WELL AT
BIRD, LUCKNOW**



NAME OF TENDERER: _____

ADDRESS:

The Principal
NATIONAL BANK STAFF COLLEGE (NBSC)
SECTOR 'H', LDA COLONY
KANPUR ROAD
LUCKNOW - 226 012

SCHEDULE OF TENDER :

- i. Tender document will be available from 12/07/2016 to 28/07/2016
- ii. Submission of Tender by 1500 hrs on 28/07/2016
- iii. Opening of tender - 1530 hrs on 28/07/2016

This tender consist of pages from 1 to 33.

NOTICE INVITING TENDER

Ref.No.NB/NBSC/ /PR-21-Borewell/ 2016-17

Dated:11.07.2016

Dearsir/s,

Installation, Testing and Commissioning of a new deep tube well at NBSC, Kanpur Road, Lucknow

Tenders are invited from eligible interested parties to tender for the captioned work. The tender form can be obtained from the office of Principal, NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow-12, on or before 28.07.16 or may be downloaded from NABARD website (www.nabard.org) after satisfying the fulfillment of the criteria mentioned therein.

The sealed tender in the prescribed tender form in envelopes as follows should be addressed to Principal, NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012 and super scribed as " Installation, Testing and Commissioning of a new deep tube well at NBSC, Kanpur Road, Lucknow " The envelope shall be dropped in the Tender Box provided at the second floor not later than 15.00Hrs on 28.07.2016.

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

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

NBSC also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reason thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NBSC for negotiation etc., if required. Tenders, which do not fulfill all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meanings should be reported in writing to The Principal, NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012, who will review the questions and where information sought is not clearly indicated or specified. NBSC will issue clarifications to all the tenderers, which will become part of the contract document. NBSC will not be responsible if the discrepancies, omissions, ambiguities in the Tender documents or any doubts as to their meaning are not brought to the notice of NBSC, before three working days prior to the date of submission of the tender.

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

- a. Time of Completion-45 days including monsoon months from the 7th day of issue of letter of acceptance for tender.
- b. The onus of Cooperation with other contractors for any disciplines in services lie on the tenderer.
- c. It may please be noted that all documents that comprise the tender documents should be signed and sealed by the tenderer.
- d. No part of the bill of quantities including specifications should be deleted.
- e. Validity of offer: **90 days** from the date of opening of price bids.

f. Defects liability Period: **12 months** from the date of virtual completion, ascertified by NBSC.

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

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

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

j. EMD : Rs.23,100/-

k. Cost of Tender: Rs 500/-.

CRITERIA OF ELIGIBILITY FOR ISSUE OF TENDER DOCUMENTS Pre-qualification condition:

1. The firm should have experience of similar works during the last 7 years
2. The annual turnover of the firm during each of the last 3 years should be at least 30% of the estimated cost of the tender
3. The firm should have done at least
 - i. Three similar works whose value is not less than 40% of the estimated cost or
 - ii. Two similar works whose value is not less than 50% of the estimated cost or
 - iii. One similar work whose value is not less than 80% of the estimated cost.

For the purpose of this clause 'Similar work' means the work of supply and installation of borewell by using the specifications resembling with those specified in Schedule-A

A pre-tender meeting is arranged on 24.07.16 at 11.30 Hrs. at NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012. You are also requested to attend the meeting to satisfy yourself regarding queries and doubts, if any.

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

1. Each tenderer will comprise of two parts viz. Part-I comprising Notice Inviting Tender, Form of Tender, Instructions to Tenderers, Articles of Agreement, General and Special Conditions of Contract, Detailed Specifications and Part-II comprising of Schedule of Quantities.
2. Sealed Tenders in the prescribed tender form in two separate envelopes should be submitted to the Principal, NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012, and superscribed "Installation, Testing and Commissioning of a new deep tubewell at NBSC, Kanpur Road, Lucknow"
3. Envelope No. I - shall contain Earnest Money deposit, cost of the tender and Part-I (Conditions of Contract & Technical Specifications) of the tender.

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

- Both the envelopes should be submitted to the above office not later than 15:00 Hrs. on 28.07.2016.

Envelope No. 1 will be opened at 15:30 Hrs. on 28.07.16 in presence of tenderers or their authorised representatives who choose to be present.

- After opening of the Envelope No. 1 and assessing the conditions stipulated by bidders, if any, the Employer will, if he so decides, may inform all the tenderers about any modifications in the tender conditions. Tenderers who agree to the changed conditions along with original intent will be allowed to make modifications if they so wish in their tender prices by means of a letter to be submitted in sealed cover, which, along with their price bid will form the final price bid. A tender will be rejected if any tenderer proposes any deviation from the above.
- The Envelope No. 2 shall be opened only in respect of those tenderers who after discussion bring their tenders in line with the requirements of tender document and are acceptable to the Employer. The decision of the Employer in this regard shall be binding on the tenderers and not open to question or appeals. The date and time of opening of Envelope No. 2 shall be intimated after opening of Envelope No. 1.
- Tenders received late on account of any reason whatsoever and telegraphic and faxed tenders shall not be entertained.

Yours faithfully,

(Kamal Kumar)
Dy. Gen. Manager

FORM OF TENDER

Place :

Date :

The Principal,
National Bank Staff College
Sector-H, LDA Colony,
Kanpur Road, Lucknow.

Dear Sir

Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) Description of work/s:	Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow
(b) Estimated Cost:	Rs. 11,54,900/-
(c) Percentage, if any, to be deducted from bills:	5%
(d) RMD:	5% of bill values subject to the maximum of total value of Work done.
(e) Time allowed for completion of the work/s from seventh day after date of written order i.e. date of	45 days
(f) Liquidated Damages	0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
(g) Earnest Money Deposit (EMD)	Rs. 23,100/- (To be directly credited in NBSC's Current Account No. 912020055439842 with Axis Bank, 25 B, Ashok Marg, Sikander Bagh Chauraha, Lucknow-226001 IFSC Code No. UTIB0000053)

2.

Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the National Bank Staff College the amount mentioned in the said conditions.

3. I/We have enclosed DD/receipt of e-payment for Rs.23,100/- as Earnest money with the National Bank Staff College, Lucknow which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder.

The EMD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute/completetheworks satisfactorily, NBSC reserves the right to forfeit the EMD. The cost of the tender will not be refunded in any case.

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

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

6. I/We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.

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

Signature of the Contractor
with seal & stamp

ARTICLES OF AGREEMENT

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

WHEREAS the Employer is desirous of carrying out the work of "Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow" and has caused specifications describing the work to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said Conditions therein before mentioned, the officer in charge of NBSC, Lucknow shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of "Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow" to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates or as provided in the said Conditions.

7. The Contractor shall make good any damages done to walls, floor etc. after the completion of such works.
8. The Employer reserves to himself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 2 months subject nevertheless to the provisions for extension of time.
10. All payments by the Employer under this contract will be made only at Lucknow.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have jurisdiction to determine the same.
12. That the All parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

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

Signature Clause

:

SIGNED AND DELIVERED BY the National Bank Staff College
by the hand of Shri

_____ (name and designation) in the presence of

(1) _____

Address : _____

_____ (2) _____

Address : _____

SIGNED AND DELIVERED BY _____

_____ in the presence of

(1) _____

Address : _____

(2) _____

Address : _____

The COMMON SEAL OF _____ was
hereunto affixed pursuant to the resolutions passed by its
Board of Directors at the meeting held on
_____ in the presence of

(1)

(2) _____

Directors, who have signed these presents in token thereof in
the presence of

(1)

(2) _____

SIGNED AND SEALED BY the Contractor by the hand
of Shri _____ and duly
constituted Attorney.

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. Sealed item rate Tenders, in both Envelopes should be addressed to The Principal, NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012 and superscribed **“Installation , Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow”** and send so as to reach him not later than **15.00 hr. on 28.07.2016**. Tenderers should clearly indicate on each copy of the tender, under their full signature, whether it is the original or duplicate copy.
2. No tender will be received after **15.00 hr. on 28.07.16** under any circumstance whatsoever.
3. (a) Tenders will be opened at **15.30 hr. on 28.07.2016** at the office by The Principal, National Bank Staff College, Lucknow or any other officer designated for this purpose by him in the presence of the other officials and the tenderers or their representatives, should they choose to be present.
(b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during the period.
(c) The tenderer must use only the forms issued by the Employer/Downloaded from Website to fill in the rates.
4. (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.
(b) Rates should be quoted both in figures and words in column specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
(c) Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not signed may be rejected.

- (d) The tenders submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to tender into the proposed contract. Otherwise the tender may be rejected by the Bank.
5. The NBSC does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in the whole or in part, without assigning any reasons for doing so.
6. (a) Intending tenderers shall pay as earnest money a sum of Rs.23,100/- and a sum of Rs.500/- as cost of the tender by a demand draft drawn on a scheduled Bank which amount will be credited into the office of the National Bank Staff College. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalisation of work order.
- (b) Under no circumstance, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.
7. (i). The Earnest Money Deposit of Rs.23,100/- paid by the successful tenderers shall be held by the National Bank Staff College as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit.
7. (ii). "Initial Security Deposit" i.e. ISD of 2% of accepted value of the tenders shall be provided by the successful tenderer in form of bank draft from a scheduled bank within 15 days of intimation to him of acceptance of tender. The EMD already furnished shall be taken into account while determining the ISD. In other words EMD shall become a part of ISD. The ISD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
8. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderers shall be bound to implement the contract and within fourteen days thereof the successful tenderers shall sign an agreement in accordance with the draft agreement and "the said Conditions" but the written acceptance by the National Bank Staff College, of a tender will constitute a binding contract, between the National Bank Staff College and the persons tendering, whether such formal agreement is or is not subsequently executed.
9. (a) In addition to the Earnest Money Deposit under clause 7 and as further security for the due fulfillment of the contract by the contractor, 5% of the value of work done will be deducted by the Employer as Retention Money from each payment to be made to the Contractor.

(b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his retention money and the security deposit if the amount so permitted and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

10. The contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
11. The tenderer shall submit along with his tender a list mentioning the names of manufacturers which he proposes to use in the work if his tender is accepted.
12. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alteration by omission, deduction or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
13. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
14. The rates quoted in the tenders shall include all charges for scaffolding, centering, hire charges for any tools and plants, sheds for material, marking out and clearing of site, watering, as mentioned in the specification. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labor conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates a sales tax, servicetax, works contract tax, excise duty, octroi and any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable. No claim in respect of any taxes or levy shall be entertained by the Employer.

15. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
16. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in clause 27 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work program, which shall be approved by the Employer.
17. Tenders will be considered only from recognized bonafide contractors in the trade as given in the NIT. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the Contractor in it and the time within which the work done by the Contractor in it and the time within the works were completed.
18. Special attention of the tenderer is drawn to the alternative items in the Schedule of probable Quantities, the rates and amounts for these alternative items (if given) shall be duly filled in and tenderer is informed that his tender will not be considered unless the alternative rates are given for these items. The Employer reserves to himself the right to adopt any of the alternative items either in scrutinizing and deciding upon the tender or later when the works are being executed.
19. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

20. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
21. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
22. The Employer will provide water and power required for the work free of cost at a suitable point and the contractor shall make his own arrangement to carry the same as required. The Contractor should ensure that the water and power facility provided by the Employer are not wasted.
23. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
24. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue of the work order to the contractor and ending with the issue of Virtual Completion Certificate.

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

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

Witness

Signature of Tenderer (with seal & stamp)

Address: _____

Place & Date:

ANNEXURE "A"
SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladders shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra man door shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
19. Those engaged in welding work shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
(ii) Suitable face masks should be supplied for use by the workers when the work involves any form of spraying or surface having lead paint is being dry rubbed and scraped.
11. Overall shall be supplied by the Contractor to its labours and adequate facilities shall be provided to enable the working painter to wash during the periods of cessation of work.

12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

SPECIAL TERMS & CONDITIONS OF THE CONTRACT THE CONDITIONS HEREIN BEFORE REFERRED TO

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

- (a) "Employer" Shall mean National Bank Staff College, Lucknow and shall include its assigns and successors.
- (b) "Contractor" Shall mean _____ and shall include his/their legal representative, assigns or successors.
- (c) "Site" shall mean the site of the contract works/including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (c) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.
- (d) "Notice in writing" written notices shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (e) "Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.

- (f) "The Works" shall mean the Installation, Testing and Commissioning of a new deep tube well at NBSC, Sector-H, LDA Colony, Kanpur Road, Lucknow as provided herein.

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

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

- a. The Variations or modifications of the quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in the drawing or between the Schedule of Quantities and/or Drawing and/or Specifications.
- c. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- d. The removal and/or re-execution of any work executed by the Contractor
- e. The dismissal from the works of any person employed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under clause 19.
- h. The Contractor shall forthwith comply with and duly execute any work comprised in such employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's Instructions within the scope of the Contract.

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

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

5. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Bye-Laws of any authority and of any Water, Lighting and other Companies and shall before making any variations from the Specification that may be necessitated by so conforming, give to the

Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, Bye-Laws, in question, and any variation so necessitated shall be dealt with under clause No. 15/16.

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

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

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

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

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

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

10. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's Instructions, and the Contractor shall, upon the request of the Employer, furnish him with all invoices, accounts, receipts and other voucher to prove that the materials comply therewith. The Contractor shall, at his own cost, arrange for and/or carry out any test of any materials which the Employer may require.

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

12. The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself, and such persons shall not be again employed on the work without the permission or deviation from any of the provision of the Contract, stipulation, Specification without the previous consent in of the Employer.

13. The Employer, and their respective representatives shall at all reasonable times have free access to the works and/or to the workshop, factories OR other places where materials are lying or from which they are being obtained, and the Contractor shall give every facility to the Employer, and their representatives necessary for inspections and examination of the materials and workmanship. No person unauthorized by the Employer except the representatives of Public Authorities shall be allowed on the works at any time.

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

15. No alternation, omission or variation shall vitiate this Contract but in case the Employer think proper at any time during the progress of the works to make any alternations in or addition to or omissions from the works or any alternation in the kind or quality of the material to be used therein and shall give notice thereof in writing and under his hand to the Contractor, the Contractor shall alter, add to or omit from as the case may require, in accordance with such notice, but the Contractor shall not do any work extra to or make any writing of the Employer and the value of such extras, alternations, additions or omissions shall in all cases be determined by the Employer in accordance with the provisions of Clause 20 hereof, and the same shall be added to or deducted from the Contract amount accordingly.

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

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

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

19. Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Employer or a person approved by him shall be taken in accordance with the Standard Method of Measurements.

The Contractor or his Agent may at the time of measurement take such notes and measurements as he may

require.

20. Should it be found after the completion of the work from measurement taken (in accordance with the previous paragraph) that any of the quantities or amounts of work thus ascertained are less or greater than the quantities or amounts specified for the works in the Priced Schedule of Quantities and/or Tender or that any variation is made, the valuation of such Quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules :

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

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

(b) Thenet prices of the original Tenders shall determine the value of the items omitted provided if omissions vary, the conditions under which any remaining items of works are carried out the prices for the same shall be valued under subclause (c) hereof.

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

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the Tender or the Priced Schedule of Quantities or; if not so stated then in accordance with the local day work rates and wages for the direct, provided that in either case vouchers specifying the daily time and material employed, be delivered for verification to the Employer or his representative, at or before the end of the week, following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within 12 months of the completion of the Contract works as defined in Clause 23 hereof.

21. Where in any Certificate (of which the Contractor, has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed, except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss or damage to such materials.

22. The Employer shall, during the progress of the works, have power to order in writing from time to time, removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specification or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with material or workmanship not in accordance with the Specification or instructions; and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and

all expenses consequent or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

23. Any defect, or other faults which may appear within the "Defects Liability Period" stated in the appendix hereto or, if none stated, then within 12 months after the virtual completion of the works arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract shall upon the directions in writing from the Employer, and within such reasonable time as shall be specified therein, be mended and made good by the Contractor, at his own cost and in case of default the Employer may employ _____ and _____ pay other persons to amend and make good such defects, or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer from the amount which may become due to the Contractor, or the Employer, may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor as are equivalent to the cost of amending such work. In the event of the amount retained under Clause 31 being insufficient, recover the balance from the Contractor, together with any expense the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in Clause 15, the Contractor shall be liable to make good in the same manner as if such work or _____ material had been done or supplied by the Contractor and be subject to the provisions of this Clause and Clause 2 hereof.

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

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

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual _____ completion of the Contract, _____ with an approved Office, a Policy of Insurance in the joint names of the Employer _____ and the Contractor, against such risks and deposits such _____ Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other _____ statute in force during the currency of this Contract in respect of any employee of the Contractor or any Sub- Contractor and shall at his own expense _____ effect _____ and _____ maintain, until the virtual completion of _____ the Contract, with

an approved office a Policy or policies with the Employer from time to time, during the currency of the Contract.

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

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

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

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

28. If in the opinion of the Employer the works be delayed (a) by force majeure or (b) reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or Public Authorities arising other than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule or Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building traders, the Employer may make a fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lock-out, the Contractor shall as soon as may be, give written notice thereof to Employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required, to the satisfaction of the Employer to proceed with work.

29. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such instructions. The Employer may employ and pay other persons to execute any such work whatsoever, that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer, on the Certificate of the Bank's Engineer, as a debt or may be deducted by him from any money due or to become due to the Contractor.

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

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

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

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

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

OR if the Contractor

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

- iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or,
- iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer's written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or
- v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or,
- vi) has insolvency defiance of the Employer's instructions to sublet any part of the Contract.

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

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

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

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

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

ARBITRATION

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

The 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 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

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

The 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 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

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

and appoint him as the Conciliator or Sole Arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as Conciliator or the Sole Arbitrator and communicate his name to the Employer.

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

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

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

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

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

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

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

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

Excepted Matters

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

APPENDIX HEREIN BEFORE REFERRED TO

CLAUSE

12.	Defects Liability Period	One Year
19.	Period of Final Measurement	Three months
26.	Date of Commencement	7th day of Issue of work order.
26.	Date of Completion	Date of virtual completion of the work
27.	Value of works for Interim Certificates	Rs. 10.00 Lakh
28.	Retention Percentage	5% of the bill value.
29.	Total Retention Money (Earnest Money + Retention Money)	5% of total value of work.
30.	Return of retention Money	One year after completion of Virtual completion certificate and successful completion of defect liability period.

Scaffolding: If required scaffolding is to be provided.

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

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

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

PROFORMA OF THE INDEMNITY BOND
(ON THE APPROPRIATE VALUE OF NON-JUDICIAL STAMP PAPER)

TO,
THE PRINCIPAL,
NATIONAL BANK STAFF COLLEGE,
Sector-H, LDA
Colony, Kanpur
Road, Lucknow

Dear Sir,
Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, LDA Colony Kanpur Road, Lucknow Works Order No. _____ Dated _____ issued by NBSC to M/s.

Agreement between M/s. _____ and NBSC Dated _____
Furnishing of Indemnity Bond by the Contractor against the claims of the Government and other Statutory Authority in respect of the "**Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, Kanpur Road, Lucknow**" WHEREAS
a. The National Bank Staff College (NBSC in short) is getting "**Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, Kanpur Road, Lucknow**".

a. NBSC has invited tenders for the work "**Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, Kanpur Road, Lucknow**". It is one of the conditions of the tender that the tender rates shall be firm and shall not be subject to variation on account of imposing of any taxes, duties, excise duty, Octroi, service tax etc. by the Government (Central or State) or by any other statutory authority of tenders by NBSC and that the Contractor shall indemnify NBSC from any or all of the claims in future from the Government (Central or State) or any other Statutory Authority in this behalf.

Now, therefore, this indemnity witness that :-
1. In Pursuance of the above we, M/s. _____ do hereby agree to indemnify and keep indemnified NBSC from any loss, damages, costs, charges, fine and expenses which may be incurred or sustained by NBSC on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, Octroi, service taxes etc. on the materials or otherwise during the discharge by use of the said work of "**Installation, Testing and Commissioning of a new deep tubewell at NBSC, Sector-H, Kanpur Road, Lucknow**".

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

3. We shall not revoke it without the written consent of NBSC.

Dated this _____ day of _____, Two Thousand.

Signature of the Contractor

Seal

Name of Authorized Person

Schedule

A:

(1) Technical Specifications

Type of drilling method—As per nature of formation below the ground the best suitable drilling methods are either Director Reverse Rotary method with drilling diameter of min. 22"/18".

- The entire work shall be done in first-class manner. The complete work has to be executed as per CPWD/PWD specifications and no deviations as such from these specifications should be there.
- The work shall, before its commencement/execution, be got approved from the Consultant appointed for this work and approval of the Bank shall also be obtained before commencing any work/item of works.
- The work shall be carried out without any inconvenience to the occupants.
- As per presence of good quality of water or aquifer zone, slot has to be made in PVC pipe to accommodate water at all times. Pipes shall be properly connected by sockets with liquid solvents. Pipes shall be connected at top by MS clamp set.
- The annular space between wall of the bore & casing assembly should be filled by well sorted pea gravel of suitable size. Additional gravel to be filled after completion of gravel.
- The development of bore well to be recommended/done by high capacity air compressor (Min 300 cfm/150 psi as per IS-2800 Part II).
- The bore well shall be sealed at top up to height of 1' with cement concrete 1:2:4 to avoid percolation of surface run-off in the bore well.
- The bore well should be plugged to bottom by bail plug & top by well cap.
- The pump set should be of approved make, conforming to IS specifications suitable for 415 volts, 3 phase, 50 cycles AC supply having delivery outlet of 3" and suitable for connecting outer MS pipe of at least 5' at height of approx. 4'.
- The delivery pipe shall be connected at top by clamp sets suitable for outer dia pipe.
- The pump set shall be connected for power supply by PVC insulated copper waterproof cable with adequate cable size as approved by the Bank.
- Contracting Agency to provide the stratadata in log charts showing the depth of filtered layers etc after completion of work.

- The contract should include the cost of erecting scaffoldings, centering, hire charges for any tools, materials, labors, marking out and clearing of site, etc. and no additional payments shall be made for these items to be required for the work.
- The work will be carried out as per detailed specifications of the CPWD/IS code with latest amendments.
- The material will not be issued by the Bank. The contractor has to arrange tested quality of materials confirming to Indian Standard and ISI marked as per satisfactory by Consultant/Bank.
- In case of typographical error the units and specifications will be governed by CPWD/PWD/BIS specifications.
- Theseismic effects has to be considered in the design and all design shall confirm to the relevant latest and revised CPWD/IS codes
- The contractor will be fully responsible for safety structural stability and water holding capacity of the tank whenever tested and the testing shall be done by the Bank on the cost of contractor including cost of water & pumping machinery etc.
- Supply & fixing all type of required vertical & horizontal CI double flanged pipes, sluice valves and other required specials shall be as per tender specifications and Indian Standard.
- The concrete will be machine mixed with weigh batching control system and vibrator shall also be used. Hand mixing concrete may be allowed subject to approval by the consultant and the Bank.
- The minimum depth of foundations shall be as per approved design based on SBC tests to be got done by the contractors.

Mode of Measurements

All measurements shall be in metric units. Length and breadth to be measured correct to a centimeter.

(2). ADDITIONAL CONDITIONS

The Building work will be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account. The Contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flag, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrances shall be caused due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.

3. Testing of materials :

Samples of various materials required for testing shall be provided free of charge by the Contractor. Testing charges if any, shall be borne by the Contractor. All other expenditure required to be incurred for taking the samples, conveyance, parking etc. or incidental thereto shall be borne by the Contractor himself.

4. In case there is any discrepancy in frequency of testing as given in list of mandatory test and that in individual sub-heads of work as per CPWD Specifications 1977 (Vol.I), the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the Contractor on this account.

5. The contractor shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work.

6. The Contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight/dimensions as may be necessary for execution of the work.

7. The foundation trenches shall be kept free from water while all the works below ground level are in progress.

8. Royalty at the prevalent rates whenever payable shall have to be paid by all Contractor on the boulders, metal, shingle, sand and bajri etc. or any other materials collected by him for the work direct to the revenue authority of the District/State Government concerned. Where the District Revenue Authority levies Royalty on excavated material removed from the site, the same shall be paid by the Contractor and the cost should be included in his tendered rates.

(3).Additional Specifications

1.0

General:

1.1 The entire work shall be done as per CPWD specifications 1996 with up to date corrections slip. However, in the event of any discrepancy in the description of any item as given in the Schedule of quantities appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above the former shall prevail. If the specifications for any item are not available in the CPWD specifications cited above.

Relevant I.S. specifications shall be followed in case ISI specifications are also not available the decision of the Banks' Engineer given in writing based on acceptable sound Engineering practice and local usages shall be final and binding on the Contractor.

The work shall be executed and measured as per metric dimensions given in the Schedule of quantities drawing etc. (FPS units wherever indicated are for guidance only).

1.2 The following modifications, to be specifications and some additional specifications shall however apply :

i. All stone aggregates shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-in-Charge.

ii. Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from the source to be got approved by the Engineer-in-charge and screen as required. The same shall consist of hard siliceous material. It shall be clean sand, if the sand brought to site is dirty, it must be washed clean in water and should conform to clause 3.1.5.1 of CPWD specifications (Vol.I) 1977 for coarse sand except for grading purposes.

2.0 wherever any reference to any Indian standard specifications occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to or revisions thereof it any up to the date of receipt of tenders.

3.0 The rates for different items of work shall be for all heights and depth of the building except where otherwise specified in the items of work.

4.0 The work will be carried out in accordance with the architects drawings and structural Drgs. To be issued by the Bank's Engineer. The Structural and Architectural Drgs. Shall have to be properly correlated before executing the work. In case of any difference noticed between Architectural and structural Drgs. Final decision in writing of the Banks Engineers shall be obtained by the Contractor. For items where so required samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-Charge and nothing extra shall be payable on this account.

5.0 Articles manufactured by reputed firms and approved by the Engineer-in-charge shall only be used. Only articles classified as "First quality" by the manufacturer shall be used unless otherwise specified Preference shall be given to those articles, which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of samples brought by the Contractor shall be judged by the standards laid down

in the relevant CPWD specifications. For items not covered by CPWD specification, relevant ISI standard shall apply.

6.0 The contractor shall give a performance test of installations as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to Contractor on this account.

7.0 The work shall be carried out in a manner complying in all respects with the requirements of relevant bye-laws of the Municipal Corporation/Development authority. Improvement trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.

Schedule-B
Drilling of Tube Well -140 Meter depth, Size - 200X150 mm - with 30,000 to 45,000 litre Discharge at NBSC Campus, Kanpur Road, Lucknow

List of Approved Makes

<u>Sr. No.</u>	<u>Description of Item</u>	<u>Approved Makes</u>
1.	MS Pipe Class- Bouter case pipe/ Casing/Housing pipe	Jindal/Tata/Sail
2.	GI Pipes Class- B for delivery pipes	Jindal/Tata/Sail
3.	Submersible Pump 7.5HP	KSB/Kirloskar/Crompton Greaves/SU
4.	Electrical Copper Wiring 3C 6mm size	Havells/Polycab
5.	Distribution Panel, cables, switches etc	L&T/Havells/GE/Crompton Greaves/ABB