

Banker Institute of Rural Development, Lucknow

Quotation for

Supply, Installation, Testing, & Commissioning of Geysers at BIRD Lucknow

All the empanelled vendors in category 5 (C, D, E) & 9 (C, D, E)



Name of the Bidder:

Address:

CALENDAR EVENTS	
Issue Of Notice Inviting Tender (NIT)	10.01.2024
Last Date For Submission of Tenders	14:00 hours on 30.01.2024
Date of Opening of Tenders	15:00 hours on 30.01.2024

This Tender consists of 27 pages.

NOTICE INVITING TENDER

Ref No. BIRD.LKO/1316/DPSP -SITC of Geysers at BIRD Lucknow/ 2023-24
10.01.2024

All the empanelled vendors in category 5 (C, D, E) & 9 (C, D, E)

Dear Sir,

Sealed tenders are invited from empanelled vendors for **Supply, Installation, Testing, & Commissioning of Geysers at Bankers Institute of Rural Development, Lucknow** at an estimated cost of **Rs. 14.50 lakh** and the work is to be completed within **45 days** from the date of issue of work order.

1. Tenders in prescribed format should be received at Bankers Institute of Rural Development, Lucknow up to **14:00 hours on 30.01.2024**. **The received tenders may be opened** on the same day at **15:00** hours. Authorized representatives of the submitted tenders should be present. BIRD reserves the right to accept the lowest or any tender in part or full or to reject all of them without assigning any reason. Validity of tendered rates shall be for 90 (Ninety) days from the date of opening of the bid.
2. Tenders can be downloaded from our website <https://birdlucknow.Nabard.org/tender-and-adv/>. Tenders submitted in any other mode will be summarily rejected.
3. Properly filled tender shall be submitted in a sealed envelope duly furnishing all the required information. Envelope should super-scribed as **“Supply, Installation, Testing, & Commissioning of Geysers at Bankers Institute of Rural Development, Lucknow”** and addressed to “Director, Bankers Institute of Rural Development, Sector-H, LDA Colony, Lucknow” so as to reach this office **latest by 14:00 hours on 30.01.2024**. The tenders shall be submitted in ‘Original’ to Banker’s Institute of Rural Development. The bids have to be submitted in four separate sealed covers and every page should be signed and stamped. The sealed covers comprising Part-I (Technical bid) Part-II (Integrity pact) Part-III (Price bid A) and Part-IV (Price bid B) all the four sealed envelope should be submitted in big sealed envelope super-scribed as **“Supply, Installation, Testing, & Commissioning of Geysers at Bankers Institute of Rural Development, Lucknow”** and addressed to “Director, Bankers Institute of Rural Development, Sector-H, LDA Colony, Lucknow”

4. Tenders should be accompanied by EMD of Rs.29,000/- which may be paid directly by crediting to BIRD's Current Account Number- 921020044058630 maintained with Axis Bank Main Branch MG Road, Lucknow, 226001 (IFSC Code- UTIB0000053). EMD has to be deposited only through online mode and no other means including Bank guarantee shall be accepted.
5. The tenders will be accepted only in respect of those empanelled bidders whose tenders are in line with the requirements as per the conditions of this document and if the same is acceptable to BIRD. The decision of BIRD in this regard shall be binding on the bidders and not open to questions or appeals.
6. Tenders received after the prescribed date & time, on account of any reason whatsoever as also emailed tenders, shall not be considered. Tender through courier/fax /speed post will be rejected.
7. Bankers Institute of Rural Development reserves the right to accept any or reject all the applications without assigning any reason thereof.
8. Any conditional offer will not be accepted. For any clarifications, you may contact premises department, BIRD or by submitting the query in writing or through email at dpsp.bird@nabard.org. However, such communications should made well in advance, at least two working days before the opening of the tender.

Yours faithfully

Sd/-
(Samriti Bhagat)
Deputy General Manager (Admn.)

निविदा सूचना

संदर्भ सं बर्ड.लख/28769/ डीपीएसपी- एसआईटीसी गीजर बर्ड लखनऊ/2023-24
10.01.2024

सभी पैनलबद्ध विक्रेताओं सूची
श्रेणी 5 (C, D, E) & 9 (C, D, E)

महोदय,

बैंकर ग्रामीण विकास संस्थान, (बर्ड) लखनऊ द्वारा बर्ड लखनऊ में गीजर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग हेतु पैनल में शामिल ठेकेदारों से मुहरबंद निविदाएं आमंत्रित की जाती हैं, जिसकी अनुमानित लागत रु0 14.50 लाख होगी और इस कार्य की कार्यादेश जारी होने की तिथि से 45 दिनों के भीतर पूरा किया जाना है।

निविदाएं निर्धारित प्रारूप में बैंकर ग्रामीण विकास संस्थान, लखनऊ में 30.01.2024 को 14:00 बजे तक प्राप्त की जायेगी। प्राप्त निविदाएं उसी दिन 15.00 बजे खोली जा सकती हैं। प्रस्तुत निविदादाताओं के अधिकृत प्रतिनिधि उपस्थित रहें। बर्ड सबसे कम या किसी भी निविदा को आंशिक या पूर्ण रूप से स्वीकार करने या बिना कोई कारण बताए सभी को अस्वीकार करने का अधिकार सुरक्षित रखता है। निविदा दरों की वैधता मूल्य बोली खुलने की तिथि से 90 (नब्बे) दिनों के लिए होगी।

2. निविदा हमारी वेबसाइट [https:// birdlucknow. nabard .org/ tender-and-adv/](https://birdlucknow.nabard.org/tender-and-adv/) से प्रपत्र डाउनलोड कर अपनी निविदाएं जमा करें।
3. उचित रूप से भरी गई निविदा एक सीलबंद लिफाफे में विधिवत सभी आवश्यक जानकारी के साथ प्रस्तुत की जाएगी। लिफाफा के ऊपर " गीजर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग " लिखा होना चाहिए और "निदेशक, बैंकर ग्रामीण विकास संस्थान, सेक्टर-एच, एलडीए कॉलोनी, लखनऊ" को संबोधित किया जाना चाहिए ताकि इस कार्यालय में अधिकतम दिनांक 30.01.2024 को 14:00 बजे तक पहुंच सकें। निविदाएं 'मूल' में बैंकर ग्रामीण विकास संस्थान में प्रस्तुत की जाएंगी। बोलियां चार अलग-अलग सीलबंद लिफाफों में जमा की जानी चाहिए और प्रत्येक पृष्ठ पर हस्ताक्षर और मुहर होनी चाहिए। भाग-I (तकनीकी बोली) भाग-II (अखंडता समझौता) भाग-III (मूल्य बोली A) और भाग-IV (मूल्य बोली B) वाले सभी चार सीलबंद लिफाफे बड़े सीलबंद लिफाफे में प्रस्तुत किए जाने चाहिए जिन पर ऊपर लिखा हो बैंकर ग्रामीण विकास संस्थान, लखनऊ में गीजर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के रूप में और निदेशक, बैंकर ग्रामीण विकास संस्थान, लखनऊ, सेक्टर-एच, एलडीए कॉलोनी, लखनऊ को संबोधित किया गया
4. निविदाओं के साथ रु. 29,000/- की ईएमडी संलग्न की जानी चाहिए, जिसका भुगतान सीधे एक्सिस बैंक मुख्य शाखा एमजी रोड, लखनऊ, 226001 (आईएफएससी कोड- UTIB0000053) में रखे गए बर्ड के चालू खाता संख्या- 921020044058630 में जमा करके

किया जा सकता है। ईएमडी केवल ऑनलाइन मोड के माध्यम से जमा को जानी है और बैंक गारंटी सहित कोई अन्य माध्यम स्वीकार नहीं किया जाएगा

5. निविदाएं केवल उन सूचीबद्ध बोलीदाताओं के संबंध में स्वीकार की जाएंगी जिनकी निविदाएं इस दस्तावेज की शर्तों के अनुसार आवश्यकताओं के अनुरूप हैं और यदि यह बर्ड को स्वीकार्य है। इस संबंध में बर्ड का निर्णय निविदादाताओं पर बाध्यकारी होगा और प्रश्नों या अपीलों के लिए खुला नहीं होगा।
6. किसी भी कारण से निर्धारित समय और तिथि के बाद में प्राप्त होने वाली निविदा पर विचार नहीं किया जाएगा, साथ ही ई-मेल द्वारा भेजी गई निविदा पर भी विचार नहीं किया जाएगा।
7. बैंकर ग्रामीण विकास संस्थान बिना कोई कारण बताए किसी भी आवेदन को स्वीकार करने या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है। कूरियर/फैक्स/स्पीड पोस्ट के माध्यम से निविदा अस्वीकार कर दी जाएगी
8. कोई भी सशर्त प्रस्ताव स्वीकार नहीं किया जाएगा। किसी भी स्पष्टीकरण के लिए, आप परिसर विभाग, बर्ड से संपर्क कर सकते हैं या लिखित रूप में या ईमेल के माध्यम से dpsp.bird@nabard.org पर प्रश्न सबमिट कर सकते हैं। हालांकि, इस तरह के संचार निविदा खोलने से कम से कम दो कार्य दिवस पहले अग्रिम रूप से किए जाने चाहिए।

भवदीय

ह/-

(स्मृति भगत)

उप महाप्रबंधक (प्रशासन)

Technical Bid

Terms and Conditions

1. Quotation should be submitted duly signed with date in the enclosed blank proforma of the schedule of items. Rates should be quoted both in figures and words. Violation of this condition may lead to rejection of the quotation.
2. Quotation should be sent in sealed cover, which should be superscripted with the word "QUOTATION", and "Supply, Installation, Testing, & Commissioning of Geysers at BIRD, Lucknow".

Eligibility Criteria:

3. Only those bidders, who have minimum qualification as given below in undertaking similar works, need to apply for the tender.
 - The bidder shall have experience of 7 years of electrical and installation works
 - Should have a minimum turnover of Rs.4.50 Lakh each for the past three years
 - Should have executed similar orders of supply for Government organisations/PSUs/ Corporate Bodies in last 05 years.
 - Must have dealership certificate of the quoted brand.
 - The Tenderer is not blacklisted by any Central/State Government Departments. /Public Sector Banks / Financial Institutions in India.
 - The firm should have done at least:
 - i) Three electrical and installation works valuing not less than 40% of the estimated cost; or
 - ii) Two electrical and installation works valuing not less than 50% of the estimated cost; or
 - iii) One electrical and installation work valuing not less than 80% of the estimated cost.
 - iv) Documentary proof of above point is required to be submitted with the tender documents.
4. Quotation shall remain valid for a period of three months from the date of opening of price bid. The rates shall be firm till the completion of the work and no escalation on any account will be allowed.
5. The rates should be inclusive of all relevant transportation charges etc. and for all the accessories required for the completion of the work. No extra amount will be paid for whatsoever. All fluctuations in prices of all materials & labour shall be borne by the vendor.
6. Applicant shall quote the rate after carefully observing the site condition and nature of work and quote accordingly. Payment shall be made as per actual measurement. No extra payment shall be done over and above quoted unit rate.

7. The BIRD does not bind itself to accept the lowest or any quotation.
8. The vendors shall examine the site and should thoroughly acquaint themselves with the nature of the work to be done, working conditions, period of permissible execution of the works.
9. Vendors should arrange for the necessary materials required for carrying out the work, including transportation, loading, unloading, payment of all taxes, duties etc. levied by the Government or local bodies.
10. During execution of the work any damage to the property of BIRD is to be rectified by the vendors as per the directions of the BIRD or otherwise BIRD may get the same rectified at the risk and cost of the vendors.
11. The work will be carried out as per the BIRD's enclosed specifications and conditions of the contract, as provided in the quotation documents which may be inspected at every stage.
12. The works shall be normally carried out during working hours. However, if required to be done after office hours, prior permission may be obtained for working after working hours/holidays and Sundays without causing any disturbance to the occupants.
13. Water will be provided by BIRD free of cost at one point. The vendor should have to make his own arrangements at his cost to take supply lines where ever required with GI pipes, flexible pipes, storage tanks, fixtures etc.
14. Electricity shall be supplied by BIRD free of cost at one point from where the vendor shall make his own arrangements to take supply line where ever required through cables, wires, switch gear, etc.
15. **Completion time:** The work shall be completed within 45 days from the date of issue of work order. No extension time will be allowed, except for conditions considered by BIRD's Authorities to be beyond the control of the Vendor on receipt of written application from him at least three days before expiry date, otherwise clause 17 may be automatically enforced and binding on him.
16. **Defects Liability Period:** 12 months shall be the defects liability period from the date of virtual completion of work.
17. **Liquidated Damages:** If the vendor fails to complete the works by the date stated or within any extended time, the vendor shall pay or allow the employer to recover a sum of 0.25% of tendered cost per week subject to the ceiling of 7.5 % of the agreed value as liquidated damages for the period during which the said work shall so remain incomplete and employer may deduct such damages from any money due to the vendor.
18. **Retention Money Deposit (RMD):** A security for the due fulfilment of the contract by the vendor, 5% of the value of work done will be deducted from each payment. The RMD will be Security Deposit. The security deposit will be released after rectification of the defects pointed out, if any during defects liability period i.e. 12 months after the date of virtual completion of work. The EMD amount would be adjusted with RMD at the time of deducting RMD.

19. **BIS (Bureau Of Indian Standards)** specifications should be followed wherever applicable.
20. Payment terms: The first & final bill be paid on satisfactory completion of work done based on actual measurements.
21. In any case of any dispute, the decision of the BIRD shall be final.
22. Failure to observe any of the instructions in any clause of the quotation may lead to the rejection of the quotation.
23. Safety Code: as per Annexure-A should be observed.
24. If during the execution of the work, the progress of the work is not considered to be satisfactory and is not consistent to be in contingent with the period of the completion of the work then BIRD may terminate the work order by giving a final notice to the vendor.
25. The site of work shall be cleaned and debris shall be removed from the Premises as and when directed by the BIRD failing which BIRD may remove the debris/surplus material at the risk and cost of the vendor.
26. The Vendor shall not disclose directly or indirectly any information, materials and details of the BIRD's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Vendor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall indemnify the BIRD for any loss suffered by the BIRD as result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on part of the Vendor and BIRD shall be entitled to claim damages and pursue legal remedies.
27. Dispute of any shall be resolved with mutual discussion failing to which the matter shall be returned to arbitration as per Arbitration and conciliation Act (as decided from time to time).
28. The EMD is kept At Rs. 29000/- which needs to be deposited with the quotation format as online transfer only to our Axis Bank CA: Details are as follows:
 1. Account number: 921020044058630
 2. IFSC Code: UTIB0000053, Address: Axis Bank Main Branch MG Road, Lucknow, 226001
29. EMD of successful tenderer will be adjusted with RMD amount. RMD will be kept as security deposit for 1 Years (Defect Liability Period)
30. If the bidder leaves the work incomplete the no payment will be made for any amount.

Sl. No	Description of work	<u>Supply, Installation, Testing, & Commissioning of Geysers at BIRD Lucknow</u>
a)	Time allowed for completion of the work	45 days
b)	Retention Money Deposit (RMD)	5% from every R.A. Bill, maximum 5% of actual value of work

Name and Address of the Vendor
Signature with date and seal

Annexure-I**(Organisational/ financial profile of the Tenderer/Bidder)**

The details filled in this form must be truthful and complete. The Tenderer shall be able to provide sufficient documentary evidence, if sought, failing which the offer will be rejected summarily.

Sl. No.	Details	Response	Remarks, if any
1.	Name of the Tenderer		
2.	Address of the Registered Office	Address: Telephone: Email:	
3.	Name and Designation of the authorized person to make commitments to the Bank	Name: Designation: Mobile: Email:	
4.	Category of the Firm OEM Authorised Dealer Distributor of OEM		
5.	Authorisation Certificate from the Manufacturer (MAF) is	Yes No	
6.	i. GSTN Number ii. PAN		
9.	Turnover a. 2020-21 b. 2021-22 c. 2022-23 NB: Provide only the figures		

(To be signed on a Non-Judicial Stamp Paper of 100/- to be submitted by the vendor within 07 days of issue of work order)

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day of _____ between the Bankers Institute of Rural Development (BIRD) having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow (therein after called “the Employer”) of the one part and

(Hereinafter called “the Vendor”) of the other part.

WHEREAS the Employer is desirous of carrying out the work of **Supply, Installation, Testing, & Commissioning of Geysers at BIRD Lucknow** and has caused specifications describing the work to be done at Bankers Institute of Rural Development (BIRD), Sector ‘H’, LDA Colony, Kanpur Road, Lucknow.

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

AND WHEREAS the Vendor has agreed to execute the work/s subject to the Condition set forth herein and to the Conditions set forth in the Special Conditions and the Schedule of Quantities and Condition of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon 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 Vendor shall upon and subject to the said conditions execute and complete the work shown upon the said location and described in the said specifications and the schedule of quantities.
2. The employer shall pay the Vendor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said conditions herein before mentioned, the Director / Officer-in-Charge of BIRD 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 **Supply, Installation, Testing, & Commissioning of Geysers at BIRD Lucknow** to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said Conditions.

7. The Vendor shall make good, as per existing, any damages caused to walls, floors, etc. on account of repainting work after 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 Vendor hereby agrees to commence the work from the date of issue of formal works order as provided for in the said conditions whichever is later and to complete the entire work within 5 days 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 several parts of this contract have been read by the Vendor and fully understood by the Vendor.

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

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

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the Bankers Institute of Rural Development, by the hand of Shri (name and designation) _____ in the presence of

(1) _____
Address _____

(2) _____
Address _____

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

SIGNED AND DELIVERED BY _____

in the presence of

(1) _____

Address _____

(2) _____

Address _____

Witnesses

THE COMMON SEAL of _____

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

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 vendor by the hand

of Shri _____

and duly constituted attorney.

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

ANNEXURE – A

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Those engage in welding works shall be provided with welder's protective eye-shields and gloves. And all engaged labours shall be provided helmets.
4. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form spray or surface having lead paint dry rubbed and scrapped.
5. All the electrical installation work shall be done with utmost care contractor will be liable for its workers safety.

Specimen of Pre-Contract Integrity Pact

(in ₹ 200/- stamp)

Bankers Institute of Rural Development (BIRD),

Sector-H, LDA Colony, Kanpur Road Lucknow

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) and submitted in envelop duly super scribed as Integrity Pact

Between

Bankers Institute of Rural Development (BIRD) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which

is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)

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

Section 8 – Independent External Monitor

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

Dr Sanjay Kumar Panda IAS (Retd)
515, Ward No.3, Sideshwar Sahi
Cuttack City, Cuttack district Odisha – 753 008

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.

He / she reports to the Director, BIRD.

- (3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) Sub-with confidentiality. The Monitor has also signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, BIRD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Director, BIRD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Director, BIRD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, BIRD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months

after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Director, BIRD.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Lucknow.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder)

(Office Seal)

Place_____

Date _____

Witness 1:

(Name &Address)

Witness2:

(Name &Address)

Technical Specification (Minimum)

Sr. No.	Technical Specifications Vertical wall Mounted Storage type Electric Water Heater (Geyser)	Tender Specification -Minimum (25 /10Litre)	Whether fulfilled by vendor (Yes / No) for 25/10 litre	Tender Specification- Minimum (5 /3 Litre- Instant Geyser)	Whether fulfilled by vendor (Yes / No) 5/3 litre
1	Energy saving	Minimum 5 Star Certification by BEE		Not required	
3	Rated Power input in Watts.	2 KW		3 KW	
6	Installation Type	Vertical wall mounted		Vertical wall mounted	
7	Heating Element Type	Copper Heating Element		Copper Heating Element	
8	Safety Valve maximum pressure.	8 bar		6.5 bar	
9	Thermostat	Required		Required	
10	Cut-out system.	Required		Required	
11	Pressure relief valve	Required		Not Required	
12	Indicating Lamps	Required		Required	
13	Tank Material	Stainless steel/ glass line		Stainless steel/ glass line	

PART-III

PRICE BID

**(To be submitted in a SEPARATE SEALED
envelope super-scribed as "PRICE BID A")**

PREAMBLE TO SCHEDULE OF QUANTITIES

Name of Work: Supply, Installation, Testing, & Commissioning of Geysers at BIRD Lucknow

The quoted rate shall include the following:-

1. The item and quantities indicated in the schedule of quantity are tentative and as per need of work and as decided by BIRD certain items/quantities may not be required to be executed or may be executed with reduction in quantities to any extent. The vendor has to execute items/quantities as per direction of BIRD and no claim on this account whatsoever it may will be entertained by BIRD in respect of non-operation of items/reduction in quantities.
2. Providing for all costs and charges incurred by the vendor complying with all safety, health and welfare regulations, appertaining to staff and work people employed on the site.
3. Keeping the site free from debris arising from the works during the Installation & Testing/repair period, and leave the site free from debris on completion of work to the satisfaction of the BIRD.
4. Providing electric lights, maintain system, all as required for the works and remove the temporary installations on completion.
5. Charges for inspecting the site and get acquainted with pertaining works just idea for works to be carried out before quoting the rates.

**To be submitted in separate sealed envelope super scribed as
“PRICE BID-A”**

Price Bid - A
Supply, Installation, Testing, & Commissioning of Geysers at BIRD
Lucknow

Schedule of Quantities

Sr. No.	ITEM DESCRIPTION	Units	QTY	Rate	Amount (INR including GST)
1	Supply Installation Testing and Commissioning of Vertical Wall mounted storage type 25 litres Electric water Heater (Geyser) as per specifications quoted in appendix to Technical Bid and with warranty/Guarantee as per OEM norms. Including supply and fixing of Anchor fastners, nut bolts, also includes all accessories required during installation like safety valves, NRV, connection pipes (hot & cold-Stainless Steel material), suitable capacity electric plug top, electric cable with modification/rectification of civil works such as plumbing/painting etc, if any required etc. to commission the Geyser at desired location as per Direction of BIRD. Approved brand Racold /Bajaj/ Crompton/ Havells / Jaquar / AO Smith / USHA/Morphy Richards/ or equivalent BIS/ISI marked	Nos	40		
	Make / Model quoted : To be filled by vendor				
2	Supply Installation Testing and Commissioning of Vertical Wall mounted storage type 10 litres Electric water Heater (Storage Geyser) as per specifications quoted in appendix to Technical Bid and with warranty/Guarantee as per OEM norms. Including supply and fixing of Anchor fastners, nut bolts, also includes all accessories required during installation like safety valves, NRV, connection pipes (hot & cold- Stainless Steel material), suitable capacity electric plug top, electric cable with modification/rectification of civil works such as plumbing/painting etc, if any required etc. to commission the Geyser at desired location	Nos	35		

	as per Direction of BIRD Approved brand Racold /Bajaj/ Crompton/ Havells / Jaquar / AO Smith / USHA/Morphy Richards/ or equivalent BIS/ISI marked				
	Make / Model quoted : To be filled by vendor				
3	Supply Installation Testing and Commissioning of Vertical Wall mounted storage type 5 litres Instant Electric water Heater (Geyser) as per specifications quoted in appendix to Technical Bid and with warranty/Guarantee as per OEM norms. Including supply and fixing of Anchor fastners, nut bolts, also includes all accessories required during installation like safety valves, NRV, connection pipes (hot & cold- Stainless Steel material), suitable capacity electric plug top, electric cable with modification/rectification of civil works such as plumbing/painting etc, if any required etc. to commission the Geyser at desired location as per Direction of BIRD Approved brand Racold /Bajaj/ Crompton/ Havells / Jaquar / AO Smith / USHA/Morphy Richards/ or equivalent BIS/ISI marked	Nos	112		
	Make / Model quoted : To be filled by vendor				
4	Shifting of previously installed 10 Litre storage Geysers from one Bathroom to second after removal of 1 litre Instant Geysers from second bathroom and making the 10 litre previously installed geyser commission including supply and fixing of Anchor fastners, nut bolts, also includes all accessories required during installation like safety valves, NRV, connection pipes (hot & cold- Stainless Steel material), suitable capacity electric plug top, electric cable with modification/rectification of civil works such as plumbing/painting etc., if any required etc. to commission the Geyser at desired location as per Direction of BIRD	Lump Sum	40	Lump Sump	
5	Less Buyback amount for 35 nos of 25 litre geysers, 40 nos of 1 litre instant geysers, 112 nos of 6 litre instant geysers (-) including GST @18%				
	Total Cost Including GST				
	Total Cost Including GST (in words)				

Note:

- (i) Quoted rates must include labor cost of removing existing geysers and replacing existing furniture and covering the non-removable items with sheets for protection as directed by BIRD.

Date: _____

Place: _____

Signature of Vendor with Seal

**To be submitted in separate sealed envelope super scribed as
“PRICE BID-B”**

Price Bid - B

Supply, Installation, Testing, & Commissioning of Geysers at BIRD

Lucknow

Schedule of Quantities

Sr. No.	ITEM DESCRIPTION	Units	QTY	Rate	Amount (INR including GST)
1	Supply Installation Testing and Commissioning of Vertical Wall mounted storage type 25 litres Electric water Heater (Storage Geyser) as per specifications quoted in appendix to Technical Bid and with warranty/Guarantee as per OEM norms. Including supply and fixing of Anchor fastners, nut bolts, also includes all accessories required during installation like safety valves, NRV, connection pipes (hot & cold- Stainless Steel material), suitable capacity electric plug top, electric cable with modification/rectification of civil works such as plumbing/painting etc, if any required etc. to commission the Geyser at desired location as per Direction of BIRD. Approved brand Racold /Bajaj/ Crompton/ Havells / Jaquar / AOSmith / USHA/Morphy Richards/ or equivalent BIS/ISI marked	Nos	40		
	Make / Model quoted : To be filled by vendor				
2	Supply Installation Testing and Commissioning of Vertical Wall mounted storage type 10 litres Electric water Heater (Storage Geyser) as per specifications quoted in appendix to Technical Bid and with warranty/Guarantee as per OEM norms. Including supply and fixing of Anchor fastners, nut bolts, also includes all accessories required during installation like safety valves, NRV, connection pipes (hot & cold- Stainless Steel material), suitable capacity electric plug top, electric cable with modification/rectification of civil works such as plumbing/painting etc, if any required etc. to commission the Geyser at desired location as per Direction of BIRD Approved brand Racold /Bajaj/ Crompton/ Havells / Jaquar / AO Smith / USHA/Morphy Richards/ or equivalent BIS/ISI marked	Nos	35		
	Make / Model quoted : To be filled by vendor				

3	Supply Installation Testing and Commissioning of Vertical Wall mounted storage type 3 litres Instant Electric water Heater (Geyser) as per specifications quoted in appendix to Technical Bid and with warranty/Guarantee as per OEM norms. Including supply and fixing of Anchor fastners, nut bolts, also includes all accessories required during installation like safety valves, NRV, connection pipes (hot & cold- Stainless Steel material), suitable capacity electric plug top, electric cable with modification/rectification of civil works such as plumbing/painting etc, if any required etc. to commission the Geyser at desired location as per Direction of BIRD Approved brand Racold /Bajaj/ Crompton/ Havells / Jaquar / AO Smith / USHA/Morphy Richards/ or equivalent BIS/ISI marked	Nos	112		
	Make / Model quoted : To be filled by vendor				
4	Shifting of previously installed 10 Litre storage Geysers from one Bathroom to second after removal of 1 litre Instant Geysers from second bathroom and making the 10 litre previously installed geyser commission including supply and fixing of Anchor fastners, nut bolts, also includes all accessories required during installation like safety valves, NRV, connection pipes (hot & cold-Stainless Steel material), suitable capacity electric plug top, electric cable with modification/rectification of civil works such as plumbing/painting etc., if any required etc. to commission the Geyser at desired location as per Direction of BIRD	Lump Sum	40	Lump Sump	
5	Less Buyback amount for 35 nos of 25 litre geysers, 40 nos of 1 litre instant geysers, 112 nos of 6 litre instant geysers (-) including GST @18%				
	Total Cost Including GST (in numbers)				
	Total Cost Including GST (in words)				

Note:

- (i) Quoted rates must include labor cost of removing existing geysers and replacing existing furniture and covering the non-removable items with sheets for protection as directed by BIRD.
- (ii) Both Price Bids A & B will be evaluated separately and BIRD will have right to purchase quantities mentioned in one or both price bids at its discretion.

Date: _____

Place: _____

Signature of Vendor with Seal