

**Request for Proposal: Providing/Fixing of Water Tanks**

**Request for Proposal (RFP)-  
Tender for Supply and Fixing of Premium Quality, Three Layers Insulated White Color  
Outer Layer PVC Water Storage Tank at Jangpura Extension Flats, New Delhi.**

**Premises Department  
Head Office, National Housing Bank  
Core 5-A, 3<sup>rd</sup> Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110 003  
Phone: 011-39187000**

**E-Mail: [parichay@nhb.org.in](mailto:parichay@nhb.org.in), [sushil.verma@nhb.org.in](mailto:sushil.verma@nhb.org.in), [mohit.kaul@nhb.org.in](mailto:mohit.kaul@nhb.org.in)**

## Request for Proposal: Providing/Fixing of Water Tanks

### GLOSSARY

Abbreviation	Description
NHB	National Housing Bank
HO	Head Office, Delhi
RRO	Regional Representative Office
PSU	Public Sector Undertaking
PSB	Public Sector Bank
VC	Video Conference
EMD	Earnest Money Deposit
RFP	Request For Proposal
PBG	Performance Bank Guarantee
AMC	Annual Maintenance Cost
OEM	Original Equipment Manufacturer

**Interpretation:** *the terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.*

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### **1. IMPORTANT BID DETAILS**

1.	Date of commencement of sale of Bidding/Tender/RFP Documents	23/02/2018
2.	Pre-Bid meeting with Bidders (Date and Time)	14/03/2018 at 3:00PM
3.	Last date and time for receipt of Bidding Documents	26/03/2018 at 3:00PM
4.	Date and Time of Tender Bid Opening	27/03/2018 at 3:00PM
5.	Cost of RFP	Nil
6.	Earnest Money Deposit Amount	30,000/-
7.	Place of opening of Bids	National Housing Bank, Head Office Core 5-A, 4 <sup>th</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

**Note: -**

- Bids will be opened in the presence of bidders who choose to attend.
- The above schedule is subject to change. Notice of any changes will be provided through e-mail from designated contact personnel only or publishing on NHB's website.
- All data/information, submitted vide documentary proofs/company records along this RFP, must be reported & will be treated as on date of publication of this RFP.

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### **2. National Housing Bank**

National Housing Bank ("NHB" or "the Bank"), a statutory institution, is a wholly owned subsidiary of the Reserve Bank of India, established under National Housing Bank Act, 1987 ("the Act").

- a. NHB has been established to achieve, inter alia, the following objectives -
  - To promote a sound, healthy, viable and cost effective housing finance system to cater to all segments of the population and to integrate the housing finance system with the overall financial system.
  - To promote a network of dedicated housing finance institutions to adequately serve various regions and different income groups.
  - To augment resources for the sector and channelize them for housing.
  - To make housing credit more affordable.
  - To regulate the activities of housing finance companies based on regulatory and supervisory authority derived under the Act.
  - To encourage augmentation of supply of buildable land for housing and to upgrade the housing stock in the country.
  - To encourage public agencies to emerge as facilitators and suppliers of serviced land, for housing.
- b. The head office of NHB is located in New Delhi and a regional office located at Mumbai. It has representative offices located at Hyderabad, Chennai, Bengaluru, Kolkata, Ahmedabad and Bhopal.

### **3. Purpose**

Tender for supply and fixing premium quality, three layer insulated white colour outer layer PVC water storage tank at Jangpura extension NHB flats, New Delhi.

### **4. Objective**

NHB intends to get new Three Layer Insulated White Colour Outer Layer PVC Water Storage Tank supplied/fixed at bank's flats Jangpura Extn. New Delhi.

### **5. Scope of Work**

1. Supply and fixing of Premium quality three layered insulated white coloured outer layer PVC water storage tank and the storage tanks will have a minimum of 3 year manufacturer's replacement or repair warranty, depending on the nature of defect/s. In case of major defect, the contractor has to change the water tank.
2. Supplying/laying GI pipe line along with fittings for making the required water supply connections.

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3. Providing/fixing water alarm system in water storage tank at ground floor and roof top.

(a) **Description of the works**

Work as described and given in enclosed "Schedule of Quantities".

**6. Deliverables**

As described in the scope of the work mentioned above and Schedule of Quantities for supply and fixing of premium quality three layered insulated white colour outer layer PVC water storage tank including water supply GI pipe line work along with the alarm system in the water storage tank at ground floor and roof top and to complete the work in the time bound manner without any disruption of water supply in the Bank's flats.

**7. Period of Contract**

The time allowed for carrying out this work is **two calendar months** after the virtual date of commencement. Virtual date of commencement shall be reckoned after seven working days from the date of issue of work order by the Bank. The time for completion of the work can be extended further at the discretion of the Bank.

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Bidder will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NHB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

**8. Instructions to Bidders**

**8.1 General :-**

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NHB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and NHB until execution of a contractual agreement.

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- Each Bidder acknowledges and accepts that NHB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Bidder(s).
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- Bidders are required to direct all communications related to this RFP, through the nominated Point of Contact persons, mentioned below:

Sh. S. K. Verma Consultant (Premises) Email id : <a href="mailto:sushil.verma@nhb.org.in">sushil.verma@nhb.org.in</a> Tel : 011- 39187252	Sh. Mohit Kaul Assistant General Manager Email id : <a href="mailto:mohit.kaul@nhb.org.in">mohit.kaul@nhb.org.in</a> Tel : 011-39187128
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- NHB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If NHB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then NHB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 11am to 4pm on Monday to Friday, excluding public holidays.
- Bidder should not have been blacklisted/debarred from participation in the Bid process by any of the Govt. Departments/PSUs/Banks/Financial Institutes in India.
- NHB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. NHB is not obliged to provide any reasons for any such acceptance or rejection.

### 8.2 Pre-Bid Meeting

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, NHB intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the Bidders, in writing, should reach by e-mail or by post on or before March 13, 2018 on the address as mentioned above. It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting itself. Only the authorized representatives of

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the Bidders will be allowed to attend the Pre-Bid meeting.

### **8.3 Soft Copy of Tender/RFP Document**

The soft copy of the Tender/RFP document will be made available on NHB's website <http://www.nhb.org.in>.

### **8.4 Non-Transferability of Tender/RFP**

This tender/RFP document is not transferable.

### **8.5 Erasures or Alterations**

The offers containing erasures or alterations may not be considered. Any interlineations', erasures or overwriting in technical Bids may be considered at the discretion of NHB only if they are initialed by the person signing the Bids. However, any interlineations', erasures or overwriting in any form will not be accepted in the commercial Bid. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. However, NHB may treat offers not adhering to these guidelines as unacceptable. NHB may, in its absolute discretion, waive any non-conformity or irregularity in the offer, which in the opinion of NHB is ancillary and not essential. This shall be binding on all Bidders and NHB reserves the right for such waivers.

### **8.6 Amendment to the Bidding/Tender/RFP document**

- At any time prior to the deadline for submission of Bids, NHB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.
- The amendment will be posted on NHB's website [www.nhb.org.in](http://www.nhb.org.in).
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. NHB will not have any responsibility in case of any omission by Bidder/s.
- NHB at its discretion may extend the deadline for the submission of Bids.
- NHB shall not be liable for any communication gap. Further NHB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

### **8.7 Language of Bid**

The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NHB and supporting documents and printed literature shall be written in English.

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### 8.8 Right to Alter Location / Quantities

NHB reserves the right to alter the proposed locations/ quantities specified in the RFP. NHB also reserves the right to add/delete one or more location/s from the list specified in this RFP, from time to time.

### 8.9 Documents Comprising the Bid (Please follow the instructions, if any, separately prescribed in the Formats)

1. The Commercial Proposal: The Tender Bid should be submitted in the format as prescribed in Annexure I along with the covering letter in the format as prescribed in Annexure II.
2. ECS Mandate in the format as prescribed in Annexure III.
3. Compliance statement declaration as prescribed in Annexure IV.
4. Self-Declaration of not being black-listed/banned/debarred by any Government/ Public Sector organization as prescribed in Annexure V.
5. Supply Agreement as prescribed in Annexure VI.
6. Bank Guarantee as prescribed in Annexure VII.

*Note: Bids without the EMD amount will be rejected summarily.*

### 8.10 Bid Currency

Bids to be quoted in Indian Rupee only. Bids in currencies other than INR will not be considered.

### 8.11 Earnest Money Deposit (EMD)

- (a) All the Bids must be accompanied by a refundable interest free security deposit of Rs. 30,000/- (Rupees Thirty Thousands only), by way of an e-payment in favour of **National Housing Bank**. The Accounts details are given below:

1	Beneficiary Name	National Housing Bank
2	Beneficiary Address	Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi 110 003
3	Beneficiary Bank Name	State Bank of India
4	Beneficiary Bank Branch Address	Pragati vihar Delhi Branch, Ground Floor, Core-6, Scope Complex, Lodhi Road, New Delhi - 110 003
5	Type of Bank Account	Current account
6	Beneficiary Bank A/C No	52142903844
7	IFCS code of Bank branch	SBIN0020511
8	MICR No	110004005

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- (b) The proof of the payment should be enclosed and put in a separate envelope in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in **Annexure-III**.
- (c) Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- (d) Any request for exemption from EMD will not be entertained.
- (e) Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded on completion of the tendering process on or before 30 days post award of work/contract.
- (f) Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be adjusted as a retention money against the security deposit @ 10% to be deducted in the Running Account bills, which will be refunded on after completion of defect liability period. Refunded after execution of Supply Agreement and submission of PBG for value amounting to 10% of total contract value as per terms of the RFP.
- (f) The EMD security may be forfeited:
  - If Bidder withdraws its Bid/s during the period of Bid validity;
  - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
  - In case of successful Bidder, if the Bidder fails to Sign the contract; and
  - In case of any breach of the pre-contract Integrity Pact.

### 8.12 Implementation Schedule

- The Bidder shall be responsible for delivery of the services.

S.No	Purchase Order for	Delivery Schedule (From date of acceptance of work order/letter of award)
1.	Kick off meeting	After 3 days of award of work
2.	Commencement of the work	Within 7 day of award of work
3.	Completion of the work	Two calendar months from the date of commencement

- Billing cycle will commence only after execution of Supply Agreement as per terms of the RFP.

### 8.13 Period of Validity of Bids

- Prices and other terms offered by Bidders must be valid for a period of 06 months from the date of submission of commercial Bid for acceptance by NHB.

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- In exceptional circumstances NHB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing. The Bid security/EMD provided shall also be extended.

### **8.14 Format and Signing of Bids**

- Commercial Bid herein referred to as “Commercial Proposal”
- The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

### **8.15 Sealing and Marking of Bids**

- The envelop shall be addressed to DGM, Premises Department, National Housing Bank, Core 5A, 4th Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003
- All envelopes should indicate on the cover the name and address of Bidder along with contact number. Commercial Proposal should be put in one envelope and the EMD/proof of payment in separate envelope. Both these envelopes are to be kept in one outer envelope.
- The envelope should be non-window and super scribed as “**Proposal for Supply and Fixing of Premium Quality, Three Layers Insulated White Colour Outer Layer PVC Water Storage Tank at Jangpura Extension flats, New Delhi**”.
- If the envelop is not sealed and marked, NHB will assume no responsibility for the Bid's misplacement or its premature opening.
- Bids not sealed properly shall not be considered and will stand rejected without recourse.

### **8.16 Deadline for submission of Bids**

- The Bids must be received by NHB at the addressed specified, not later than the last date of Bid submission as indicated above.
- In the event of the specified date for the submission of Bids, being declared a holiday for NHB, the Bids will be received up to the appointed time on the next working day.
- NHB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on NHB's website, in which case, all rights and obligations of NHB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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### **8.17 Late Bids**

Any Bid received by NHB after the deadline for submission of Bids prescribed by NHB will be rejected and returned unopened to the Bidder.

### **8.18 Opening of Bids by NHB**

- On the scheduled date and time, Bids will be opened by NHB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.

**Place of Opening of Bids: Meeting room, National Housing Bank Core 5A, 4thFloor, India Habitat Centre Lodhi Road, New Delhi - 110003**

- The Bidder name and other details will be announced at the time of Bid opening.

### **8.19 Clarification of Bids**

During evaluation of Bids, NHB, at its discretion, may ask the Bidder for clarification/information of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

### **8.20 Preliminary Examinations**

- NHB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the Bids are generally in order etc.
- NHB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- The decision of NHB is final towards evaluation of the Bid documents.

### **8.21 Proposal Ownership**

The proposal and all supporting documentation submitted by the Bidder shall become the property of NHB unless NHB agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

### **8.22 Instructions to the Bidders**

The Bidder shall not outsource the work assigned by NHB, to any third party except with NHB's prior written consent and attend all complaints registered by NHB through its own service/support infrastructure only.

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### **8.23 Price Composition & Variation**

- The commercial offer shall be on a fixed price basis. No price variation relating to cost of work / Tender excl. taxes (present and future) will be entertained for any work assigned during the period of contract.
- Any deviations in any quantities of work shall be paid at the Tender accepted rates only.
- Applicable TDS shall be recovered from all the payments from time to time.

### **8.24 Timely availability of Support Services**

The Contractor should have proper and adequate support mechanism in place in terms of required manpower / materials / machinery / T&P / security fence / signboards etc. at the Worksite to provide all necessary support under this project.

### **8.25 Terms and Conditions of the Bank**

1. Any damage done to the Bank's property will have to be made good by the contractor at his cost and risk.
2. The contractor shall deploy one technically qualified Site Supervisor at the site at all time during the execution of work continuously till the work stands completed.
3. Work can be carried out during day & night without disturbing the Bank's officers, neighbor residing in & around and passersby / vehicles.
4. Child labour should not be engaged in the work by the contractor.
5. All provisions of labour laws related to construction activities are required to be followed by the contractor.
6. The contractor has to arrange all necessary tools and plants (T&P) etc. as required for proper execution of the work at site.
7. The contractor has to clean all the debris left behind at the end of days' work.
8. The contractor shall be responsible for labor engaged for their code of conduct.
9. Work must to be completed to the satisfaction of the Bank's officer deputed at site.
10. Contractor is advised to visit the site to study the constraints, availability of limited space etc. before quoting the rates for the execution of work.
11. Any offer submitted by the contractor which does not satisfy each condition laid down in this RFP may be rejected at the Bank's discretion.
12. NHB reserves the right of accepting the whole or any part of the offer rates and the contractor shall be bound to perform the same at the rates quoted by him.
13. In case of any discrepancy arising between the rates quoted by the contractor in figures and in words, rates in words will be acceptable.
14. The contractor has to prepare & submit a program chart for completing the work in a stipulated time frame, within a period of 7 days in consultation with Premises department of the Bank, after award of the work.
15. A schedule of probable quantities in respect of each work and specifications accompany these conditions. The schedule of probable quantities is liable to alteration by omissions, deductions or additions, substitution & extra at the discretion of the Bank.

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16. The contractor shall not be entitled for 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 Bank shall not be liable for any claim in respect thereof. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
17. The successful Bidder is bound to carry out any items of works necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of any additional items and their quantities will be issued in writing by the Bank.
18. The work shall be executed as per CPWD specifications Vol I and II, 2009 with up to date correction slip.
19. It would be contractor's responsibility to enforce safety measures/precautions required, as per relevant codes, for carrying out the work. NHB shall not be responsible for any mishap/injury/impairment / deceasement caused to the workers.
20. Some restrictions may be imposed by the Resident Welfare Association, security etc. on the working and/or movement of labour, material etc. The contractor shall be bound to follow such instructions and if such restriction incurs any cost to the vendor, nothing extra will be paid in this regard.
21. All the defects/replacement of parts etc. caused during the work shall get remedied by the contractor at his own cost and nothing extra shall be payable in this regard by the Bank.
22. For Quote rate items contractors should analyze the rate properly and quote the same as bank may at its convenience and requirement may opt for these items for execution. In that case contractors are bound to execute the same at their quoted rates.

### **8.26 Bid Evaluation**

The firm quoting the lowest price will be selected and invited for negotiation (if any).

### **8.27 Modification and Withdrawal**

- Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.
- The Bidders are advised to submit the Bids only after the Pre-Bid Meeting as the Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.

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- NHB has the right to reject any or all Bids received without assigning any reason whatsoever. NHB shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

### **8.28 Terms and Conditions of the Bidding firms**

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids.

### **8.29 Local conditions**

Bidders must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

### **8.30 Contacting NHB or putting outside influence**

Bidders are forbidden to contact NHB or its Consultants on any matter relating to this Bid from the time of submission of Commercial Bid to the time the contract is awarded. Any effort on the part of the Bidder to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

### **8.31 Proposal Content**

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal.

### **8.32 Banned or Delisted Bidder**

Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive.

### **8.33 Compliance with Laws**

- (a) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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- (b) The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Contractor.
- (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this contract.

### **8.34 False / Incomplete statement**

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- a. If such statement is found at the tender stage, his total earnest money/EMD shall be forfeited and tender/Bid will be summarily rejected.  
In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the BG.

### **8.35 Bank Guarantee (BG)**

The successful Bidder will be required to provide bank guarantee @ 10% of the total cost of contract value, in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in Annexure-VI. The BG should be valid till at least 6 months beyond the expiry of contract period or such other extended period as NHB may decide. The BG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of BG, and also if any act of the Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in

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RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.

### **9. Commercial Terms and Conditions**

Bidders are requested to note the following commercial terms and conditions for this project.

#### **9.1 Price**

- a) The Price quoted by the Bidder should include all type of costs.
- b) The price should be valid and firm for full contract period.
- c) The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- d) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- e) For any future requirement, order will be placed at the contracted rate as mentioned in the Commercial Proposal & as per applicable terms of this RFP. Failure in accepting the order will attract terms of penalty & termination of this RFP, at discretion of NHB.
- f) The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract.

#### **9.2 Payment Terms**

Defects Liability Period	12 months after completion of work
Date of Commencement	Within 7 days of award of work
Date of Completion	Two months after the due date of commencement
Value of works for Interim Payments	Total 3 bills. Minimum value of work done should be for Rs. 5.00 lakhs for each running bill.
Retention money / security deposit	10% on total project cost to be recovered from each running bills.

Any payment will be released only after submission of BG & post-signing of Supply Agreement as per the following payment terms.

#### **9.3 Payment in case of termination of contract**

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

### **10. General Terms and Conditions**

- The Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures. Failure to furnish all information required in the RFP documents, in the formats prescribed or submission of a proposal not substantially

## Request for Proposal: Providing/Fixing of Water Tanks

responsive or submission of unnecessary additional information as part of response to this RFP Document may result in rejection of the proposal.

- All such amendments made by NHB to the RFP shall become part and parcel of the RFP and same will be notified on NHB's website. The Bidders are required to have a watch on NHB's website for any such amendment.
- Bidders must take into consideration each and every line of this RFP document while preparing commercial proposal for the project. Bidders are requested to get any issue clarified by NHB before submitting the responses/Bids. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be the sole responsibility of the successful Bidder to deliver each and everything as per the scope of the work during the contracted period. NHB will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right perspective.
- NHB reserves the right to change the requirement specifications and ask for the revised Bids or the tendering process without assigning any reasons.
- NHB shall be under no obligation to accept the lowest or any other offer/Bid received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NHB reserves the right to make any changes in the terms and conditions of contract. NHB will not be obliged to meet and have discussions with any Bidder, and or to consider any representations. NHB reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NHB in this regard is final and no further correspondence in this regard will be entertained.
- Although service window has been defined as 9.00am to 9.00pm, the selected Bidder must provide services beyond the above time in case of urgent requirement of NHB without any extra cost.
- Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- On faithful and satisfactory execution of assignments under contract in all respects, the PBG/ EMD / retention money of the selected Bidder will be released by NHB after a period of satisfactory completion of defect liability period/execution of the assignments/contract.

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- Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project/contract.
- Bidder must deploy manpower having requisite qualification, experience, skill-set etc. for the project.
- NHB reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of NHB, the information furnished is incomplete or the Bidder does not qualify for the contract.
- The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RFP, on end-to-end solution basis.
- The Commercial Bids will have to be signed on all pages of the Bid by the authorized signatory. Unsigned Bids would be treated as incomplete and would be rejected.
- The electricity and water required for work shall be arranged by the contractor/agency on their own cost. If the Bank provides these facilities then the same shall be recovered from the running account bills @ 1% for water charges and for electricity charges contractor has to provide sub-meter and recovery will be as per actual consumption, with the prior approval of the bank.
- Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.

### **10.1 Penalty**

If the Contractors fails to complete the project within stipulated time, NHB will impose a penalty of 1% of the order value for each weeks' delay or part thereof attributable to the Contractor, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. Once the maximum is reached, NHB may consider cancellation of the order and the performance bank guarantee submitted may be invoked.

### **10.2 Acceptance of Work Order/Letter of Award**

NHB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to NHB within 7 working days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory in token of acceptance. However, NHB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

## **Request for Proposal: Providing/Fixing of Water Tanks**

### **10.3 Taxes**

Only GST will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the selected Bidder.

### **10.4 Liquidated Damages**

If the agency/contractor fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiations, NHB reserves the right to recover damages at one percent of the contract value per week or part thereof subject to a maximum of 10% of contract value for non-performances as and by way of liquidated damages.

### **10.5 Use of Contract Documents and Information**

The selected Bidder shall not, without NHB's prior written consent, make use of any document or information provided by NHB in Bid document or otherwise except for purposes of performing the contract.

### **10.6 Assignment**

The Contractor shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except with NHB's prior written consent.

### **10.7 Buy back of old relieved /dismantled material from site**

The buyback rate for the Item no. 8 of Schedule of Quantities work quoted by the bidder will be for the complete item of work, which includes dismantling at site, taking out from site including disposal of unwanted material from site, clean and clear entire affected site, as directed by the engineer in charge. The rate of the item for the said material will be **AS IS WHERE IS BASIS.**

### **10.8 Definitive Agreement**

The successful Bidder will sign Supply Agreement substantially in the format as provided in Annexure V with NHB within 15 days of the letter of award (LoA) or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

## **Request for Proposal: Providing/Fixing of Water Tanks**

### **10.9 Selection of Vendor**

The firm quoting the lowest price will be selected and invited for negotiations (if any).

### **10.10 Duration of Contract**

The contract will be valid till \_\_\_\_\_ from the date of the work order/letter of award i.e. \_\_\_\_\_ .

**Annexures**

## Request for Proposal: Providing/Fixing of Water Tanks

### Annexure -I

<b>Name of work:- Supply and fixing of premium quality, three layers insulated white colour outer layer PVC water storage tank at Jangpura Extn. flats of NHB, New Delhi.</b>						
S.No.	Work Description	Unit	Qty	Rate (Rs.)	Rate (in words)	Amount (Rs.)
1	Supply and fixing of premium quality hygienic three layered insulated white colour outer layer, high quality strength PVC water storage tank with screwable lid, manufactured by 100% virgin food grade polyethylene material, which ensures purity of water stored in the tank. The tank will be 100% UV stabilized for temperature insulation with weather proof, leak proof and rust proof. The rate of the item will be inclusive of all labour, material, T & P equipment etc required to complete the entire work. (Make : Sintex/sheetal or equivalent brand approved by Engineer-in-charge.)					
1(a)	At ground floor	Per litre	48000			
1(b)	At roof top	Per litre	36000			
2	Supply and fixing of heavy quality (C-Class) GI Pipes of Jindal make for internal works					
2 (a)	15mm Dia	Rmt	100			
2 (b)	20mm Dia	Rmt	100			
3	Supply and fixing of all types of GI specials (like tees, long bends, elbows, socket, reducing socket, nipples etc.) of UNIK/ ISI make including one coat of primer and two coats of 1s1 quality synthetic enamel paint etc. complete.					
3 (a)	15mm Dia	each	150			
3 (b)	20mm Dia	each	150			
4	Supply and fixing of GI Union of UNIK/ ISI make including one coat of primer and two coats of 1st quality synthetic enamel paint etc. complete.					
4(a)	15mm Dia	each	64			
4(b)	20mm Dia	each	64			
5	Supplying and fixing Gunmetal (full way) valve with screw ends( Leader/SIM), ISI mark					
A)	15 mm Dia	each	64			
B)	20mm Dia	each	64			
6	Supply and fixing of heavy quality CP brass fittings such as bib cock, stop cock, pillar cock, ferrule etc. with approval of the Bank complete as directed:					
	15mm dia CP Brass Bib Cock of continental series of Jaguar make	each	12			

## Request for Proposal: Providing/Fixing of Water Tanks

7	Providing and fixing water alarming system in the water tank provided at ground floor and terrace top to control the overflow of water to be filled up in the tank. The alarm bell will be of phillips/crompton/havells or equivalent make duly approved by Engineer-in-charge. The item includes the cost of good quality wire for connecting the bell to motor and also to the sensor of water storage tank. The rate of the item is inclusive of cost of all labour, material and T & P etc required to complete the entire work.	Each	64			
8	Buyback cost of old existing PVC water storage tank.AS IS WHERE IS BASIS. This item include removal/dismantling of existing PVC water tank without any damage/losses at the site and other assets, fittings/fixtures system etc, for which agency will be responsible to make good as it is. The rate of the item is inclusive of cost of all labour, material and T & P etc required to complete the entire work.	each	64	(-)		
9	Providing, cutting, welding wherever required Structural steel/ IMT bars of required dia. at required locations as directed by Bank's engineer. Rates shall include painting with two coats of first quality synthetic enamel paint over a coat of zinc chromate primer wherever required etc. complete	Kg	500			
10	Providing and laying in position cement concrete of specified grade excluding the cost of entering and shuttering - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	Cum	2			
	<b>Total</b>					
	<b>Rebate if any</b>					
	<b>Net amount</b>					
	<b>Tax applicable</b>					
	<b>Total</b>					
	<b>Say</b>					

(Amount in words)

**Contractor signature**

**(Seal of the company)**

**Date: -**

**Place :-**

<b>I-A</b>	
<b>SPECIFICATIONS</b>	
The works shall be executed as per CPWD specification Vol I and Vol II, 2009 with up to date correction slip	
<b>I-B</b>	
<b>S.No.</b>	<b>Safety Code</b>
1	Sufficient first aid appliances including adequate supply of sterilized dressings and cotton wool should be available at the work site

## Request for Proposal: Providing/Fixing of Water Tanks

2	Injured person(s) shall be taken by the Contractor to a nearest hospital without loss of time, in cases where the injury necessitates hospitalization.
3	Suitable and strong scaffolds should be provided for workers for all works that cannot safely be done from ground.
4	No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cms (clear) and the distance be
	(i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
	(ii) The workers should supply suitable facemasks for use when the paint is applied in the form of spray or surface having lead paint dry rubbed
5	Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.
6	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
7	All the labours engaged in the work have to be insured properly against any accident at site.

**Request for Proposal: Providing/Fixing of Water Tanks**

**Annexure -II**

**Commercial Bid Covering Letter**

The \_\_\_\_\_  
National Housing Bank,  
Premises Department  
Head Office  
Core 5-A, 3rd Floor, India Habitat Centre, Lodhi Road,  
New Delhi - 110003

Dear Sir,

**Commercial Bid: Tender for Supply and Fixing of Premium Quality, Three Layers Insulated White Color Outer Layer PVC Water Storage Tank at Jangpura Extension Flats, New Delhi.**

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal and our Commercial Proposal. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our Commercial Proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal i.e. \_\_\_\_\_ up to \_\_\_\_\_ [date].

Yours faithfully,  
For .....

**Signature**

**Name**  
**Address**

**(Authorized Signatory)**

Date:

**Request for Proposal: Providing/Fixing of Water Tanks**

**Annexure - III**

**ECS MANDATE**

**FORM FOR PROVIDING DETAILS OF BANK ACCOUNT FOR CREDIT OF PAYMENT FROM NATIONAL HOUSING BANK (Please fill in the information in CAPITAL LETTERS)**

**1. Name of the Bidder** \_\_\_\_\_

**2. Address of the Bidder** \_\_\_\_\_

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone / Mobile No. \_\_\_\_\_

Permanent Account Number (PAN) \_\_\_\_\_

GST Registration No. \_\_\_\_\_

TIN No. \_\_\_\_\_

**3. Particulars of Bank Account**

A. Name of Account same as in the Bank: \_\_\_\_\_

B. Name of the Bank: \_\_\_\_\_

C. Name of the Branch: \_\_\_\_\_

D. Address of the Branch with Tel No. \_\_\_\_\_

E. Account No. (appearing in Cheque book): \_\_\_\_\_

F. Account Type (SB, Current, etc.): \_\_\_\_\_

G. MICR No. \_\_\_\_\_

H. IFSC Code of the Bank Branch: \_\_\_\_\_

I/We hereby authorize National Housing Bank to credit payment(s) to my/our above bank account by ECS. # (#ECS will accepted on centers where the facility is available).

I/We hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all by ECS for reasons of incomplete or incorrect information, I/we would not hold National Housing Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

I also agree that without prejudice to the generality of the foregoing, in the event National Housing Bank is not able to carry out the ECS instructions given by me, National Housing Bank may make such arrangements for payment as deemed appropriate by it, for effecting the transaction.

Place:

Date:

Authorized Signatory/ies

\_\_\_\_\_  
Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Signature of the Authorized Official of the bank

**COMPLIANCE STATEMENT DECLARATION**

We hereby undertake and agree to abide by all the terms and conditions stipulated by NHB in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

**Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**

## Request for Proposal: Providing/Fixing of Water Tanks

Annexure-V

Undertaking of not being Black Listed/Banned/Debarred

*(To be submitted on the Letterhead of the Bidder)*

<Date>

The Deputy General Manager,  
Premises Department,  
National Housing Bank  
Core 5A, 4th Floor, India Habitat Centre,  
Lodhi Road, New Delhi 110003

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any State Government, Central Government or any other Public Sector Undertaking/ Public Sector Bank or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Sincerely,

<Signature>

<Company Seal>

Name:

Designation:

Name and Address of Company:

**Supply Agreement**

THIS SUPPLY AGREEMENT (hereinafter referred to as "the **Agreement**") is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 201\_, by and between,

National Housing Bank, a bank constituted under the National Housing Bank Act, 1987, having its Head Office at, 3<sup>rd</sup> -5<sup>th</sup> floors, Core 5A, India Habitat Centre, Lodhi Road, New Delhi-110003 (hereinafter called as "**NHB**", which expression shall include wherever the context so permits, its successors and assigns); AND

\_\_\_\_\_, a company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter called the "**Supplier**", which expression shall include wherever the context so permits, its successors and permitted assigns).

(Hereinafter NHB and the Supplier are collectively referred to as "the Parties" and individually as "the Party")

**WHEREAS:**

- (A) NHB is desirous of engaging a Supplier for supply and fixing of premium quality, three layers insulated white colour outer layer PVC water storage tank at Jangpura Extension NHB flats , New Delhi as detailed in the Request for Proposal no. \_\_\_\_\_ on \_\_\_\_\_(date)(includes Corrigendum/ Clarification issued) (hereinafter collectively referred to as "**RFP**"), which is attached hereto as **Appendix I**.
- (B) The Supplier, has been selected through open tendering process by way of floating the RFP by NHB followed by evaluation of Commercial Bids of the Bidders, , and accordingly, the letter of award no. \_\_\_\_\_ dated \_\_\_\_\_ ("**LoA**") (attached hereto as **Appendix- II**) has been issued by NHB to the Supplier;
- (C) The Supplier has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- (D) In terms of the RFP, NHB and the Supplier have agreed to enter into this definitive Supply Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

**1. GENERAL PROVISIONS**

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

## **Request for Proposal: Providing/Fixing of Water Tanks**

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means and shall construe this Agreement;
- (c) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (d) "Personnel" means persons hired/to be hired by the Supplier as employees and assigned to the performance of the Services or any part thereof.
- (e) "Project" means collectively the Services and the deliverables to be provided as detailed in the RFP.
- (f) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Supplier as described/set out in Clause 5 of the RFP.
- (g) "Third Party" means any person or entity other than NHB and the Supplier.

### **1.2 Principles of Interpretation**

In this Agreement, unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Supplier.

### **1.3 Purpose**

- 1.3.1 It is hereby agreed that the Supplier shall provide supply and fix tanks of premium quality, three layers insulated white colour outer layer PVC water storage tank at Jangpura extension NHB flats, New Delhi.

## Request for Proposal: Providing/Fixing of Water Tanks

### 1.3.2 Performance of the Scope of Work

The Supplier shall provide the Services as set out in the Scope of Work in terms of the RFP during the Term of this Contract.

### 1.3.3 Term/Period of Contract

The Contract shall remain valid for a period of 2 months with effect from 7 day of award of work. Unless the period is further extended in accordance with this Agreement at the discretion of NHB.

### 1.3.4 Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Supplier shall be paid the total price consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) ("**Contract Price**") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.1 of this Agreement.

## 1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or principal and of agent as between NHB and the Supplier or the personnel deployed by the Supplier for performance of the contract. The Supplier, subject to this Agreement, shall have complete charge of personnel to be engaged by the Supplier for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

The personnel engaged for providing Services under this Agreement, shall be the employees of the Supplier and there will be no liability to this effect on the part of NHB in any case. The Supplier shall also be responsible for payment of Employee Provident Fund (EPF) and Employees' State Insurance (ESI) contributions regularly as applicable.

The Supplier shall continue to be responsible for the personnel in respect of the terms and conditions of their services, payments, attendance, medical care, disciplinary matter etc. They shall remain fully under the administrative, financial control and supervision of the Supplier and shall be at no point of time, be treated as the employees of the NHB and also shall have no claim for regularization in the services of NHB. The Supplier shall comply with all rules and regulations regarding safety and security of his personnel and shall have to arrange for proper and sufficient insurance cover note etc. for them at their cost and NHB will not be responsible in any manner in case of any mishap to his employees.

## Request for Proposal: Providing/Fixing of Water Tanks

### 1.5 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 1.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

### 1.7 Notices

1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

**For NHB:**

Attention: \_\_\_\_\_

Fax/Email: \_\_\_\_\_

**For the Supplier:**

Attention: \_\_\_\_\_

Fax/Email: \_\_\_\_\_

1.7.2 Notice will be deemed to be effective as follows

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In case of telegrams, ninety six (96) hours following confirmed transmission; and
- (c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.7.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

### 1.8 Location

The Services shall be performed at Delhi or at such location required/ approved by NHB.

## **Request for Proposal: Providing/Fixing of Water Tanks**

### **1.9 Authority of Supplier**

The Supplier hereby authorizes \_\_\_\_\_ to act on their behalf in exercising the entire Supplier's rights and obligations towards NHB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from NHB.

### **1.10 Taxes and Duties**

The Supplier and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed, from the due payment of the Supplier.

The Supplier shall bear all costs and expenses and stamp duty in respect of execution of this Agreement and all other Agreements that may be entered into with NHB to give effect to this arrangement.

## **2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Supplier i.e. w.e.f. \_\_\_\_\_.

### **2.2 Commencement of Services**

The Supplier shall begin carrying out the Services immediately from the date of acceptance of LoA or on such date as the Parties may agree in writing.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall expire on the expiry of the Term as stated on Clause 1.3.3 herein unless the Term is extended in accordance with the Clause 2.6.4. .

### **2.4 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

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### **2.5 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, pursuant to Clause-5.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

### **2.6 Force Majeure**

#### **2.6.1 Definition**

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of occurrence of such event. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

#### **2.6.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.6.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than Three (03) days

## **Request for Proposal: Providing/Fixing of Water Tanks**

following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **2.6.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.6.5 Consultation**

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **2.7 Suspension**

NHB may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if NHB is not satisfied with the performance of the Supplier or if the Supplier fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Supplier to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension and shall invoke contract performance guarantee.

## **2.8 Termination**

### **2.8.1 By NHB**

NHB may by not less than fifteen (15) calendar days written notice of termination to the Supplier (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- (a) If the Supplier fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;
- (b) If the Supplier becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;

## **Request for Proposal: Providing/Fixing of Water Tanks**

- (c) If the Supplier fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- (d) If the Supplier submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Supplier knows to be false;
- (e) If, as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Supplier either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Supplier/its personnel are found to be involved in any fraudulent or criminal act;
- (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.8.2 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- (c) Any right which a Party may have under the Applicable Law.

### **2.8.3 Cessation of Services**

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### **2.8.4 Payment upon Termination**

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

## **3.0 OBLIGATIONS OF THE SUPPLIER**

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### 3.1 Standard of Performance

- (a) The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency in accordance with generally accepted norms and standards recognized professionally. The Supplier shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to NHB, and shall at all times protect the premises and properties from outsiders/trespassers. The Supplier shall maintain up to-date record of its employees as per the Shops & Establishment Act and will discharge all obligations under various labour Laws viz. EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of its employees and shall produce these records for verification as when demanded by NHB.
- (b) The Supplier shall be responsible for all acts of commission and/or omissions by its employees leading to loss and/or damage to NHB's properties/employees and/or third parties and shall meet all liabilities arising out of such omissions and/or commissions.
- (c) The Supplier shall alone decide and be responsible for the leave or absence of the its employees and NHB shall not in any way be responsible for sanction of leave, etc. to the Supplier's employees.
- (d) The Supplier shall maintain proper records / details of its employees deployed by him for the purpose.
- (e) The Supplier shall be fully and absolutely responsible for the payment of salary and other statutory dues to its employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to its employees and NHB will not undertake any liability in relation to such matters.
- (f) The Supplier's personnel deployed for performance of the Services under the Contract shall not claim any employment relationship with NHB under any circumstances. The Supplier shall obtain and retain with him a written undertaking/declaration from each of the its employees deployed that he is a permanent employee of the Supplier and the written undertaking in original shall be given to the Bank, where he is deployed.
- (g) The Supplier hereby undertakes to ensure payment of wages to its employees in compliance with Minimum Wages Act and other relevant statues in force and modified/amended or revised from time to time as per enactment of Central/State Governments.
- (h) The Supplier hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the Supplier alone.
- (i) The Supplier shall submit printed receipts for all the payments received from the Bank.

## **Request for Proposal: Providing/Fixing of Water Tanks**

### **3.2 Law Governing contract**

The Supplier shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Supplier comply with the Applicable Law.

### **3.3 Conflict of Interest**

The Supplier shall hold NHB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

### **3.4 Prohibition of Conflicting Activities**

The Supplier and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Supplier and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.

### **3.5 Confidentiality**

The Supplier and the Personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.

### **3.6 Insurance to be taken out by the Supplier**

The Supplier shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Supplier or their staff on the assignment.

### **3.7 Liability of the Supplier**

The Supplier shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Supplier in such performance, subject to the following limitations.

- (a) The Supplier shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Supplier and its Personnel; and
- (b) The Supplier shall not be liable for any loss or damage caused by or arising out of circumstances over which the Supplier had no control.

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### **3.8 Indemnification of NHB by the Supplier**

The Supplier shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Supplier or its personnel;; and/or (ii) any negligence or gross misconduct attributable to the Supplier or its personnel; and/or (iii) any claim made by employees who are deployed by the Supplier against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Supplier to its employees; and/or (v) any or all Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.6to its employees.

### **3.9 Limitation of Liability**

- (1) The Supplier's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to one time of the total contract value, i.e. equal to total contract value.
- (2) The Supplier's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Supplier shall be actual and unlimited.
- (3) Under no circumstances, NHB shall be liable to the Supplier for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

### **3.10 Supplier's Actions Requiring NHB's Prior Approval**

The Supplier shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of NHB in writing. However, the Supplier can hire the services of Personnel to carry out any part of the services. The Supplier shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

### **3.11 Supplier's Personnel**

The Supplier shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to NHB. Any such personnel resigns from his job and leaves the Supplier, the Supplier will provide NHB with another personnel of equivalent knowledge, skill and experience acceptable to NHB as his substitute.

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The Supplier shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Supplier and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between NHB and said personnel so engaged by the Supplier.

The Supplier shall be responsible for making all statutory deductions under laws in respect of its personnel/employees engaged by the Supplier under this Agreement. The Supplier agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB on in respect of contributions relating to its personnel/employees engaged by the Supplier for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments to be made to the Supplier.

### **3.12 Change in Ownership or Constitution:**

The Supplier will inform NHB immediately about any change in its ownership or its constitution. The Supplier will ensure that the NHB's interest will be protected with utmost care. If NHB is not satisfied with the change of ownership or constitution of the Supplier and/or with the new owner, NHB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided in clause 2.8.4.

## **4.0 OBLIGATIONS OF NHB**

### **4.1 Consideration & Payment Terms:**

In consideration of the Services performed by the Supplier under this Agreement, NHB shall make to the Supplier such payments and in such manner as specified in the RFP.

The Supplier shall submit the bills to NHB of firms' printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Supplier as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

## **5.0 FAIRNESS AND GOOD FAITH**

### **5.1 Good Faith**

The Parties undertake to act in good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **6.0 UNDERTAKINGS:**

## Request for Proposal: Providing/Fixing of Water Tanks

The Supplier hereby further undertakes:

- (i) That the Supplier has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective services to NHB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.
- (i) That being the Supplier of NHB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- (ii) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Supplier and as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving two months prior notice, including to withhold/retain the dues payable to the Supplier by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.
- (iii) That the Supplier shall not do anything that will be of any conflict of interest to the Supplier while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of NHB beforehand any possible instance of conflict of interest while rendering any service. Further, the Supplier shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Supplier and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- (iv) That the Supplier has not been hired for any assignment that would be in conflict with its prior or current obligations to NHB or that may place the Supplier in a position of being unable to carry out the assignment in the best interest of NHB.
- (v) That the Supplier shall act at all times in the interest of NHB and render service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Supplier.

### 7.0 Severability:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

## Request for Proposal: Providing/Fixing of Water Tanks

### 8.0 SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Supplier shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by NHB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

### 9.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF NATIONAL HOUSING BANK [OWNER]**

By \_\_\_\_\_  
Authorized Representative

**FOR AND ON BEHALF OF \_\_\_\_\_ [SUPPLIER]**

By \_\_\_\_\_  
Authorized Representative

Place:

Date:

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**Annexure VII**

**(Format of Bank Guarantee)**  
(To be executed on a non- judicial stamp paper)

To  
**National Housing Bank**

\_\_\_\_\_

In consideration of the National Housing Bank (hereinafter referred to as "NHB", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees), having awarded in favour of M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Supplier", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees), a contract to provide \_\_\_\_\_ on terms and conditions set out in the Request for Proposal dated.....\_\_\_\_\_ ("the RFP") and the Supply Agreement dated \_\_\_\_\_ ("the Supply Agreement") (hereinafter the RFP and the Supply Agreement are together referred to as "the Contract"), and the Supplier having agreed to provide a Performance Bank Guarantee for the faithful performance of the services as per the terms of the "Contract" including the warranty obligations /liabilities under the contract of equivalent value amounting to \_\_\_\_\_/ \_\_\_\_% of the value of the Contract if any, to NHB amounting to \_\_\_\_\_ (in words) in the form of a bank guarantee,

, we, \_\_\_\_\_ (Name) \_\_\_\_\_(Address) (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) at the request of the Supplier do hereby irrevocably guarantee for an amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) and undertake to pay NHB the guaranteed amount merely on demand, without any previous notice from NHB, without any demur or protest and without referring to any other source, any and all monies payable by the Supplier by reason of any breach by the said Supplier of any of the terms and conditions of the said Contract including non-execution of the Contract at any time till \_\_\_\_\_ (day /month/ year). Any such demand made by NHB on the Bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority by and between the Supplier and NHB. The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to NHB is fully paid and claims satisfied or till NHB discharges this Guarantee.

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NHB shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Supplier. The Bank shall not be released from its liabilities under these presents by any exercise of NHB of the liberty with reference to the matter aforesaid.

NHB shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between NHB and the Supplier or any other course or remedy or security available to NHB and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by NHB of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of NHB or any other indulgence shown by NHB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of NHB in writing.

The Bank further agrees that the decision of NHB as to the failure on the part of the Supplier to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to NHB hereunder shall be final, conclusive and binding on the Bank.

The Bank also agrees that NHB shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have in relation to the Supplier's liabilities.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

Notwithstanding anything contained herein:

(a) our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ in words);

(b) this bank guarantee shall be valid up to \_\_\_\_\_; and

(c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

**Request for Proposal: Providing/Fixing of Water Tanks**

(Signature)

Designation/Staff Code No.

Bank's seal

Attorney as per power of Attorney No. Dated