



TENDERDOCUMENT FOR

Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.”

at

SHEWINGS FOUNDATION
UNIT NO.C-403 04 TH FLOOR TOWER C
TECHNOPARK PLOT NO 5, SECTOR 127,
NOIDA

NAME OF TENDERER _____

ADDRESS _____

Last Date of Submission: 19-03-2026



SheWings Foundaton
UNIT NO.C-403 04 TH FLOOR TOWER C
TECHNOPARK PLOT NO 5, SECTOR 127,
NOIDA



SheWingsFoundation
BS-161, Sector-70 Noida
Gautam Buddha Nagar
Uttar Pradesh 201301
Call us: +91-8800633291
E: info@SheWings.com

SheWings Foundaton
UNIT NO.C-403 04 TH FLOOR TOWER C
TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA



**Commissioning of Reverse Osmosis purifiers (RO) based water treatment
system up to 250 LPH including storage tank 200Ltr in 40
Government Schools across Uttar Pradesh.”**

at

SheWings Foundaton
UNIT NO.C-403 04 TH FLOOR TOWER C
TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA

PART I (Pre-qualification Bid)



NOTICE INVITING TENDER

Ref. No. SWF/UPRO/001

Dated: 11-03-2026

Dear Sir

**Commissioning of Reverse Osmosis purifiers (RO) based water treatment system
up to 250 LPH including storage tank 200Ltr in 40 Government
Schools across Uttar Pradesh.”**

at

SheWings Foundaton

**UNIT NO.C-403 04 TH FLOOR TOWER C
TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA**

Tenders are invited from eligible interested parties to tender for the captioned work. The tender form can be obtained from the office of Chief Of Operations, SheWings Foundaton **UNIT NO.C-403 04 TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA**

on or before 11-03-2026 or may be downloaded from SHEWINGS FOUNDATION website (www.SheWings.com/tenders) after satisfying the fulfillment of the criteria mentioned therein.

The sealed tender in the prescribed tender form in envelopes as follows should be addressed to Chief of Operations, SHEWINGS FOUNDATION, UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA, and super scribed Supply Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.”

at SHEWINGS FOUNDATION Staff Quarters, C 403 Plot No. 5 Bhutani Techno Park, Noida Uttar Pradesh 201313, The envelope shall be dropped in the Tender Box provided at the 4th floor **not later than 14.30 Hrs on 19-03-2026**

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

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



SHEWINGS FOUNDATION also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by SHEWINGS FOUNDATION for negotiation etc., if required. Tenders, which do not fulfill all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to The Chief of Operations, SHEWINGS FOUNDATION, UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA, who will review the questions and where information sought is not clearly indicated or specified. SHEWINGS FOUNDATION will issue clarifications to all the tenderers, which will become part of the contract document. SHEWINGS FOUNDATION will not be responsible if the discrepancies, omissions, ambiguities in the Tender documents or any doubts as to their meaning are not brought to the notice of SHEWINGS FOUNDATION, before three working days prior to the date of submission of the tender.

Eligibility Criteria: As mentioned in the tender document

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

- a. Time of Completion- **90-100** including monsoon months from the 10th day of issue of letter of acceptance for tender.
- b. The onus of Cooperation with other contractors for any disciplines in services lie on the tenderer.
- c. It may please be noted that all documents that comprise the tender documents should be signed and sealed by the tenderer.
- d. No part of the bill of quantities including specifications should be deleted.
- e. Validity of offer: **10 days** from the date of opening of price bids.
- f. Defects liability Period: **One year** from the date of virtual completion, as certified by SHEWINGS FOUNDATION.
- g. Liquidated damages: for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
- h. SHEWINGS FOUNDATION reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- i. The successful tenderer will enter into agreement with SHEWINGS FOUNDATION in accordance with the standard format enclosed within 14 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited. Agreement with SHEWINGS FOUNDATION will be on a standard format given in the tender on a non-judicial stamp paper as per prevailing Stamp Act of the State within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.



i. EMD : Rs.18,599/-

j. Cost of Tender: Rs 1000/-.

NB: - EMD & cost of tender are to be paid by all the bidders and no exemption for the same will be granted.

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

1. Each tenderer will comprise of two parts viz. Part-I comprising Notice Inviting Tender, Form of Tender, Instructions to Tenderers, Articles of Agreement, General and Special Conditions of Contract, Detailed Specifications and Part-II comprising of Schedule of Quantities.
2. Sealed Tenders in the prescribed tender form in two separate envelopes should be submitted to the Chief of Operations, SheWings Foundation, UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA, and super scribed "Supply Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh." at SHEWINGS FOUNDATION Staff Quarters, UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA,
3. Envelope No. I – shall contain Earnest Money deposit, cost of the tender and Part – I (Conditions of Contract & Technical Specifications) of the tender and Direct Manufacturers Authorization and Bar Chart indicating the program for the execution of the work

Envelope No. 2 – shall contain only Schedule of Quantities duly priced and completed in all respects. This shall not include any conditions whatsoever. In case any conditions are included in Envelop no. 2, the same shall not be taken into consideration. Further, the tender in such case is liable to be rejected.
4. Both the envelopes should be submitted to the above office not later than 10:00 Hrs. on 19-03-2026. Envelope No. 1 will be opened at 14:30 Hrs. on 19-03-2026 in presence of tenderers or their authorized representatives who choose to be present.



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

Yours faithfully,

Shreshtha Roy

Chief of Operations

SheWings Foundation



FORM OF TENDER

Place :

Date :

Chief of Operations,
UNIT NO.C-403 04TH
FLOOR TOWER C
TECHNOPARK PLOT NO 5,
SECTOR 127, NOIDA,

Dear

Sir/Ma'am

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

MEMORANDUM

(a) Description of work/s:	<u>“Commissioning of Reverse Osmosis purifiers (RO) based water tretment system upto 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.”</u> SHEWINGS FOUNDATION Staff Quarters, UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA
(b) Estimated Cost:	Rs. 37,19,700/-
(c) Earnest Money:	Rs. 18,599/-. EMD & cost of tender are to be paid by all the bidders and no exemption for the same will be granted.
(d) Percentage, if any, to be deducted from bills:	5%
(e) RMD:	5% of bill value subject to the maximum of total value of Work done.
(f) Time allowed for completion of the work/s from tenth day after date of written order i.e .date of commencement:	90-100 days
(G) Liquidated Damages	0.25% of thevalue of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of thevalue of the accepted tender.



1. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the of Contract annexed hereto so far as they may be applicable or in default there of to forfeit and pay to the National Bank for Agriculture and Rural Development the amount mentioned in the said conditions.
2. I/We have enclosed DD for Rs. 18,599/- as Earnest money with the SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute/ complete the works satisfactorily, SHEWINGS FOUNDATION reserves the right to forfeit the EMD. The cost of the tender will not be refunded in any case.
3. I / We agree to pay Income-tax, Sales-tax, Works Contract Tax, Labor Welfare Fund Charges, Octroi duties and taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. The rates quoted by me /us are inclusive of all such taxes and charges including service tax, change in tax etc. as are applicable and the rates quoted by me/us are firm and not subject to any change due to fluctuations in any taxes or in the market.
4. I / We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.
5. I / We agree to keep our offer open for 10 days from the date of opening of price bid / Part-II of the tender/Envelope No. 2, namely, our Price Bid.

Signature of the Contractor
with seal & stamp

PRE-TENDERQUALIFICATIONS-Eligibility Criteria

1. The tenderers are advised to visit all the sites, conduct survey of the existing arrangements so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from SHEWINGS FOUNDATION before quoting their rates.
2. The contractors should have experience of similar works during the last 2 years (ending 11.03.2026) and should fulfill the following criteria are eligible to tender: -
 - Should have carried out **minimum 1 similar work** during last 3 years (ending 11.03.2026) with annual contract value (costing individually) not less than **Rs. 10.00 lakh**.

OR

- Should have carried out **minimum 2 similar works** during last 3 years (ending 11.03.2026) with annual contract value (costing individually) not less than **Rs. 10 lakh**.

OR

- Should have carried out **minimum 3 similar works** during last 3 years (ending 11.03.2026) with annual contract value (costing individually) not less than **Rs. 10 lakh**.

NB: - “Similar works” means works of supply, installation, testing and commissioning of RO water purifiers With Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in Government/PSUs/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. having offices or such similar setup.

- The tenderers should have average Annual Turnover of **Rs. 10 lakh** during the last three years ending 11 March 2026 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
- The tenderers should have applicable Tax registrations (PAN, TIN, TAN, VAT, CST etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities, wherever applicable and furnish copies of the same with tender.
- Tenderers should have their own office with GST No of Noida.

Tenderers are requested to enclose the following documents in Envelope containing **PART - I** (Prequalification bid) for examining their qualification/suitability. Opening of **Part - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -

- i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. during the last **three** years. “Similar Works” means works of supply Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.” in Government/PSUs/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. having offices or such similar setup.



- i. IT returns of last two-three consecutive years.
- ii. References of clients/particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives/officials.
- iii. Information in Section-I, II, III & IV as per enclosed proforma.
 3. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
 4. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of PART-I (Pre-qualification Bid) of the tender and his sealed cover containing PART-II of the tender will be returned to him. The Bank is not bound to assign any reason for rejecting the tender.
 5. After scrutiny of Part-I (Pre-qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.
 6. Each page of the tender shall be signed. The tender shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so and in such a case a copy of the same has been enclosed with the tender.
 7. If the space in the proforma (Section-I, II, III, IV & V) is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part which shall also be signed by all the Authorized signatories.
 8. Clarifications, if any required, may be obtained from SheWings Foundation UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA,

I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:
Place:

Signature of the Tenderer with seal

Section-I

A -Basic Information

1. Name of the Tenderer/Organization and address of the registered office, telephone no., mobile no., fax no., email-id and website address.		
2. Year of Establishment		
3. Type of the Organization (whether Sole Proprietorship /Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed.		
4. Name of the Proprietor / Partners / Directors of the Organization / Firm	(a) (b) (c)	
5. Details of Registration (Whether Partnership firm Company, etc.), Registering Authority, Date, Registration No etc. mentioning the Business / activity of the firm.		
6. Whether registered with Government/ Semi-govt Municipal Authorities or any other public organization and if so, in which class and since when?		
7. Work Experience (Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience if any, of carrying out works for SHEWINGS FOUNDATION / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings / private banks / Private sector / Housing societies at any other Centreshould also be given.)		
8. Name(s) and address (es) of the Clients and their present Executives (Written information about the names and address of their clients along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the SHEWINGS FOUNDATION, in case it is so needed) should be furnished.		



9. Name(s) and address (es) of the Bankers and their present contact executives (Written information about the names and address of their bankers along with full details like names postal address, e-mail IDs, telephone (landline & mobile No's), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank in case it is so needed) should be furnished.)						
10. Details of Bank accounts (Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.						
11. Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending (11.03.2026)						
<u>Annual turnover</u>						
Rs. _____						
Rs. _____						
Rs. _____						
Rs. _____						
Rs. _____						
12. a) Permanent Account Number (PAN)						
b) TIN						
c) Service Tax Registration No.						
d) GST						
e) ISO certification.						
13. Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank.						
14. Whether any Civil Suit/litigation has arisen in the contracts executed during the last seven years/being executed now. If yes, please furnish the details in the proforma given below:						
Sr.	Name of the work and Employer	Nature of Work	Work Order No. and date (4)	Present Stage of Work (5)	Value of Contract (6)	Brief details of litigation (7)
(1)	(2)	(3)			(6)	(7)
15. Number of supplementary sheets attached for Section I (duly signed).						

Signature of the Tenderer with seal & date



Section-II

Previous Experience

i) List of important works executed by the firm during last five years with experience in executing works of similar work i.e. providing and fixing Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.” at institutes/training establishments/organizations etc. Please arrange to provide value of job, approximate scope of each contract where work had been done and year of execution of work along with copy of work orders, performance certificates / completion certificates etc.

Please note that the details furnished should be for works of similar nature and not for any other types of works.

S. No.	Name of the work And Location	Nature of Work	Name& full postal address of the owner	Contract Amount(Rs)
(1)	(2)	(3)	(4)	(5)

ii) List of important works ON HAND costing as per eligibility in Clause No. (2) on Page No. 9 with experience in executing works of similar nature i.e. providing and fixing of RO water purifiers with 250LPH UV, UF/SF, TDS controller.

S. No.	Name of the work And Location	Nature of Work	Name& full postal address of the owner	Contract Amount (Rs)
(1)	(2)	(3)	(4)	(5)

Signature of the Tenderer with seal & date



Details of Bank Accounts

Name of Firm	
Name of Account holder	
Address of firm	
Name of Bank Branch and Address	
Bank Code & Branch Code	
IFSC CODE of Bank Branch	
Type of Account (Saving/current/ cash credit)	
Account Number	
PAN of firm	
GST of firm	
Service Tax Registration No.	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number

Signature of the Tenderer with seal & date



Section-IV

OEM AUTHORISATION LETTER

(OEM Authorization Letter)

Original Equipment Manufacturer's authorization letter (in Original Letter Head of OEM)

To,

The Chief Of Operations,
SHEWINGSFOUNDATION
UNIT NO.C-403 04 TH FLOOR
TOWER C TECHNOPARK
PLOT NO 5, SECTOR 127, NOIDA

Dear Sir,

Subject : Direct Manufacturers Authorization

Ref : Tender No: _____ dated _____

Name of Work: - Tender for Supply Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.” at SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA,

We....., an established and reputable manufacturer of **Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.”**

having Corporate / Registered office at (Address of OEM) do hereby authorize (Name of contractor) and having their office at (contractor's address) as our representative to submit the above bid _____ dated _____ and subsequently negotiate and sign the contract with you for the supply of goods manufactured by us and authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation as required by the contract

We hereby confirm and extend our full guarantee / warranty of **one** year for the products supplied by the above contractor for the said work.

Yours faithfully,

for.....

Signature of Officer Authorized to sign this Document on behalf of the OE



Section –V

Technical specification and compliance sheet

(1) Supply Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.

1. Supplied Make and Model: -.....
 (to be filled in by the contractor)
2. Technical brochure attached at referencepagenumber.....(to be filled in by the contractor)

(Attach a brochure of the quoted make and model indicating the technical specifications)

Sr. No.	Technical Specification	Requirement	Contractor's Compliance
1	Purifying Technology	<u>Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200 LTR</u>	
2	Type of Water Purifier	Storage Type	
3	Brand	-	
4	Storage capacity	200LTR	
5	Installation	Wall Mount Type	
6	Number of Purification Stages	Minimum 6 stages	
7	Applicable TDS Range in Input Water	2000mg/liter	
8	TDS Reduction	85-90% in RO Mode	
9	% Water Recovery	as per W.H.O Guideline/BIS	
10	Purified Water Production Rate	up to 250 liter per hr.	
11	RO Membrane Type	Thin Film Composite RO	
12	Other features	a) Fully automatic operation that shall allow the purifier to begin purification whenever water level in the purified water storage tank falls below maximum, and stop when the tank is filled or when there is no inlet water supply.	
		B) Should handle a wide range of input AC voltage (100 – 300 Volts)	
		C) Sensors	



13	Certifications	OEM's have Bureau of Indian Standards (BIS) Certificate	
		OEM's Have Water Quality Association (WQA) Certificate	
		CE Certification	
		Tenderer/OEM have these ISO certification (ISO 14001:2015, ISO 45001:2018, ISO 9001:2015, ISO 9001:2000, ISO 9566:1989, ISO 20957-1:2013, ISO 26000:2010)	
14	Warranty	Minimum One year with two free services which should include mandatory replacement of filters etc. as required. Attach details of ONEYEAR free services to be provided.	
15	Service Center	Tenderer & OEM both have Service Center (Noida) with GST	

Signature of the Tenderer with seal & date



ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this day of, between SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA (hereinafter Called "the Employer") of the one part and

(hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of "Supply, Installation, Testing and Commissioning of RO Water Purifiers with **Supply Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.**" at SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA and has caused specifications describing the works to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said Conditions there in before mentioned, the officer in charge of SHEWINGS FOUNDATION, Noida, 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, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.”**at SHEWINGS FOUNDATION

, to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates or as provided in the said Conditions
7. The Contractor shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer. The Contractor shall make good any damages done to walls, floors, ceilings etc. after the completion of such works.
8. The Employer reserves to himself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 40-45 days subject nevertheless to the provisions for extension of time.
10. All payments by the Employer under this contract will be made only at Noida.
11. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.
12. That the All parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

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



Signature Clause:

SIGNED AND DELIVERED BY the SheWings Foundation by the hand of Ms. (name and designation) in the presence of

(1) _____

Address : _____

(2) _____

Address : _____

SIGNED AND DELIVERED BY _____

in the presence of

(1) _____

Address : _____

(2) _____

Address : _____

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

(1) _____

(2) _____

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

(1) _____

(2) _____

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

ANNEXURE "A" SAFETY CODE

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



12. 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.
13. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
14. The Contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the Contractor, be paid to compensate any claim by any such person.
15. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
16. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
17. All necessary personnel safety equipment as considered adequate by the Employer should be kept available for the use of the persons employed on the site and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
18. Notwithstanding all the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.
19. All the supplied materials should conform to the relevant codes of Bureau of Indian Standards and the latest amendments.



SPECIAL CONDITIONS OF CONTRACT

1. The bar chart and work scheduling along with agreement to be executed on stamp paper.
2. Payment will be made as per the details given in Annexure 1
3. No workmen will be allowed to stay within SHEWINGS FOUNDATION's premises.
4. The Employer will provide electricity and water, free of cost.
5. Permission, if any required, from the local statutory authorities / bodies shall be obtained by the contractor at his own cost.
6. The Contractor shall engage the necessary workers for removal of debris, waste, dust etc. as required by the Engineer-in-charge without extra cost and also redo the damages caused to the building /works without any extra cost to SHEWINGS FOUNDATION and dispose of the debris outside the municipal limits.
7. The Contractor shall take out and maintain insurance policies as prescribed in General Conditions of Contract throughout the currency of the contract until the works are taken over by SHEWINGS FOUNDATION.
8. The contractor shall notify the Bank about the Statutory Approvals/permissions, if any, to be taken in respect of the work as mentioned in this tender and its subsequent operation and shall take full responsibility in obtaining the same as well as in complying with all statutory requirements.
9. During the defects liability period from the date of completion of works, the bidder is required to provide preventive maintenance of the all components, free of cost.
10. When storage is being provided, the surroundings and premises where such storage is located as well as the work of other agencies shall be protected and not damaged; if any damage is caused, it has to be made good to the satisfaction of the Employer at the contractor's cost.
11. The contractor shall cover, secure and protect all the items of work, as directed, until the works are taken over by SHEWINGS FOUNDATION.
12. All the materials used in the work shall conform to the latest edition of BIS/ relevant Specifications and shall be of tested quality and subject to further tests, if required by SHEWINGS FOUNDATION, at no extra cost to SHEWINGS FOUNDATION.
13. Statutory deductions like income tax at source & surcharge thereon, works contract tax, service tax, etc. & surcharge thereon or other statutory deduction/s as applicable shall be deducted from bills /amounts payable to the contractor.



APPENDIX HEREIN BEFORE REFERRED TO

CLAUSE

12.	Defects Liability Period	One Year
19.	Period of Final Measurement	One months
26.	Date of Commencement	10th day of Issue of work order.
26.	Date of Completion	Date of virtual completion of the work
27.		
28.	Retention Percentage	5% of the bill value.
29.	Total Retention Money (Earnest Money+ Retention Money)	5% of total value of work.
30.	Return of retention Money	Successful completion of defect liability period.

Scaffolding: If required scaffolding is to be provided.

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

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

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



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

TO,
THE CHIEF OF OPERATIONS,
SHEWINGS FOUNDATION
UNIT NO.C-403 04 TH FLOOR
TOWER C TECHNOPARK
PLOT NO 5, SECTOR 127, NOIDA

Dear Sir/Ma'am,

“Supply, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.” at SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA, **Works Order No.** _____ **Dated** _____ **issued** _____
by SHEWINGS FOUNDATION to M/s.

Agreement between M/s. _____ and SHEWINGS FOUNDATION Dated _____

_____ Furnishing of Indemnity Bond by the Contractor against the claims of the Government and other Statutory Authority in respect of the **“Supply, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.”** at SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA,

WHEREAS

- a. (SHEWINGS FOUNDATION in short) is getting
“Supply, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.” at SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA,
- a. SHEWINGS FOUNDATION has invited tenders for the **“Supply, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.”** at SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA, It is one of the conditions of the tender that the tender rates shall be firm and shall not subject to variation on account of imposing of any taxes, duties, excise duty, Octroi, service tax etc. by the Government (Central or State) or by any other statutory authority of tenders by SHEWINGS FOUNDATION and that the Contractor shall indemnify SHEWINGS FOUNDATION from any or all of the claims in



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future from the Government (Central or State) or any other Statutory Authority in this behalf.



Now, therefore, this indemnity witness that :-

- 1 In Pursuance of the above we, M/s. _____ do hereby agree to indemnify and keep indemnified SHEWINGS FOUNDATION from any loss, damages, costs, charges, fine and expenses which may be incurred or sustained by SHEWINGS FOUNDATION on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, service taxes etc. on the materials or otherwise during the discharge by us of the

said work of "Supply, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh." at SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA,

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

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

Dated this _____ day of _____, Two Thousand.

Signature of the Contractor

Seal

Name of Authorized Person.



SheWings Foundation
UNIT NO.C-403 04TH
FLOOR TOWER C
TECHNOPARK PLOT
NO 5, SECTOR 127,
NOIDA,



Supply, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system upto 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.”

at

SHEWINGS FOUNDATION
UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA

PART II (Financial Bid)



PREAMBLE TO SCHEDULE OF QUANTITIES

The work “Supply, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.” at SHEWINGS FOUNDATION UNIT NO.C-403 04TH FLOOR TOWER C TECHNOPARK PLOT NO 5, SECTOR 127, NOIDA with its Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.

1. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
2. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained once the contract is awarded.
3. Rate to be quoted against any item in the Schedule of Quantities shall be inclusive of all the materials, labor, equipment, facilities and direct and indirect overheads and profits necessary for safe and timely completion of item in accordance with the specifications.
4. Mode of measurements for any item shall be in accordance with IS 1200, if not mentioned in the item specifications. If there is any discrepancy the decision of SHEWINGS FOUNDATION shall be final.
5. Quantities allocated for various items are based on general inspection and as such they are only approximate. Variations to any extent are possible during actual execution for individual items as well as for whole work. It shall be the responsibility of bidder to assess the extent of variations and to account for the same in the quoted bid, no extra claim shall be entertained on account of variations in quantities for whatsoever reason.
6. If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of SHEWINGS FOUNDATION.
7. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
8. All quoted rates shall be inclusive of all taxes, Government Sales Tax (State & Central), service tax or any other taxes inclusive of octroi and excise duty, levies, wages, etc. as per minimum wages Act etc. No other claim whatsoever in this respect shall be entertained. The rates shall be firm for the duration of this contract plus authorized extension period, if any.



9. Rate quoted by the contractor shall include for removal of debris out of premises to the safe BMC limit, removing stains and cleaning the site thoroughly and unless the same is done to the satisfaction of the Consultant/SHEWINGS FOUNDATION, the bill will not be settled.
10. Income Tax, Works Contract Tax or any other Tax as applicable such as Service Tax will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax, Registration under Service Tax.
11. The BIS/CPWD specifications shall be followed wherever applicable, and in the absence of it, the decision of SHEWINGS FOUNDATION will be final in respect of the specifications given by the SHEWINGS FOUNDATION.
12. The tender rates shall be firm and shall not be subjected to variations on account of fluctuations in market rates, taxes or any other reasons whatsoever.
13. RATES TO BE FILLED IN BILL OF QUANTITIES

The tenderer is requested to fill up rates both in figures and words. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

- (a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.
 - (b) When the amount of an item not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - (c) When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
14. The clients do not bind themselves to accept the lowest or any tender and reserve the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
 15. Before tendering, the tenderer shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate quotation for any provisions as necessary.



DECLARATION BY THE CONTRACTOR

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

Place:

Date:

Signature of Contractor

Name and Seal



Schedule of Quantities

Sr. No.	Description	Unit	Quantity	Rate	
1	<u>“Supply, Commissioning of Reverse Osmosis purifiers (RO) based water treatment system up to 250 LPH including storage tank 200Ltr in 40 Government Schools across Uttar Pradesh.</u> “of make Kent / Aqua guard or other approved equivalent as per technical specifications mentioned in section-V of tender, with all accessories if any, etc. complete along with all types of water pipe fittings, 3-pin socket etc. required to compete the job along with one year warranty and 01 free services which should include mandatory replacement of filters etc. as required and as specified. Contractors are advised to visit the site and get versed with the fitting before quoting the rates. Any damage done during installation has to be made good by the contractor within the quoted rates. No extra charges shall be allowed.	Nos	40		

Signature of Contractor

Name and Seal

Place:

Date:

Address:



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