

## PART - I

**TENDER for Supply, Installation, Testing and Commissioning of Upgraded  
Access Control System at Head Office, NABARD**

<u>Tender Schedule</u>	
Issue of Tender	<u>As per Tender Documents</u>
Pre-Bid Meeting	
Last date for submission of Tender	
Opening of Technical Bids	
Opening of Price Bid	Will be communicated

This tender document contains pages from 1 to 107



**NABARD**

**Department of Premises, Security and Procurement**

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT HEAD OFFICE, BANDRA KURLA  
COMPLEX, BANDRA (E), MUMBAI- 400051**

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**

**National Bank for Agriculture and Rural Development**

परिसर, सुरक्षा एवं अधिप्राप्ति विभाग  
प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: +91 22 2653 0035 • ई मेल: dpsp@nabard.org  
**Department of Premises, Security and Procurement**

Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: +91 22 2653 0035 • E-mail: dpsp@nabard.org

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## राष्ट्रीय कृषि और ग्रामीण विकास बैंक

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REF. NO. NB. DPSP-PSS / / ACS Tender / NABARD Head Office/ 2024-25

Date:

M/s

Dear Sir,

**निविदा आमंत्रण सूचना**  
**NOTICE INVITING TENDER**

**TENDER for Supply, Installation, Testing and Commissioning of Upgraded Access Control System at Head Office, NABARD**

1. NABARD intends to undertake the work of "Supply, Installation, Testing and Commissioning of Upgraded Access Control System at Head Office, NABARD" and therefore, invite offer from the contractors/ firms for the same work. The bidder/ System Integrator shall submit two separate E-bids for the work i.e Technical Bid and Financial Bid. The same can be downloaded from the website of <https://eprocure.gov.in/eprocure/app>.
2. The interested tenderers can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website <https://eprocure.gov.in/eprocure/app> only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
3. The tender document is available on NABARD website [www.nabard.org](http://www.nabard.org) and CPPP Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.
4. EMD of ₹ 3,12,000 /- (Three Lakhs Twelve Thousand Only) or in the form of Bank Guarantee (BG) from Nationalized Bank/ Scheduled Bank of equivalent amount shall be payable.
5. The EMD amount shall be directly credited to NABARD account as detailed below: –

<b>Name of Account</b>	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
<b>BANK NAME</b>	NABARD
<b>BRANCH NAME</b>	HEAD OFFICE, MUMBAI
<b>IFSC code</b>	NBRD0000002
<b>Account Number</b>	NABADMN07

Or

Also, through Bank Guarantee (BG) from Nationalized Bank/ Scheduled Bank as per BG draft enclosed.

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6. Counterfoil/receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD/ BG.
7. MSME registered vendor are exempted from EMD. In case of exemption, they need to submit valid MSME registered certificate (specifying Access Control System and associated equipments/ services) along with NSIC enlistment wherein their monetary limit which is required up to EMD value is indicated.
8. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
9. It may be noted that it will be a 02 bid system tendering wherein the 1<sup>st</sup> bid will be 'Technical Bid' and 2<sup>nd</sup> bid will be the 'Price Bid'.
10. Technical Bid (Part-1) shall contain: -

- a. EMD counter-foil/ BG Or required MSME and NSIC enlistment certificate.
- b. Notice Inviting Tender.
- c. Form of Tender.
- d. Pre-qualification criteria of the contractors.
- e. Special Instructions to Bidders.
- f. General terms and conditions.
- g. Technical Specifications and compliance sheet
- h. List of approved makes of materials/ trade.
- i. Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria.
- j. Make in India certificate for equipments forming part of Access Control System.

**Integrity Pact** – The tenderers have to submit the Integrity Pact at their own cost on ₹ 200 /- non judicial stamp paper as per the format given to become eligible to participate in the tender. **It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.** Bank has appointed Independent Monitor Shri Jagdeep Kumar Ghai, PTA & FS (Retd) (hereinafter referred to as Monitor) for this consultation with the Central Vigilance Commission.

11. **Price Bid (Part-2) shall contain: -**

- (a) Duly Priced Schedule of Quantities.

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12. **Technical bid** will be opened on the same day (last day of receipt of tender) or on any other date as intimated to the bidders.

13. **Price bid** -

- (a) It should not contain any conditions whatsoever and any conditional bids shall be rejected.
- (b) It will be opened on some suitable date, which will be communicated later.

14. **Before filling up the tenders, the bidders may note the following: -**

- a. Validity of the tender shall be 3 months from the date of opening of Price Bid.
- b. Time of Completion: The time of completion for the total project shall be 03 months (Calendar Days) from the 10<sup>th</sup> date of issue of work order.
- c. 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.
- d. NABARD reserves the right to accept or reject any/ all tenders in part or whole of any firm/ firms without assigning any reasons for doing so.

15. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

16. **A pre-bid meeting has been arranged at '4 D' Conference Hall, Fourth Floor, NABARD Head Office - 400051 on date (as per tender documents)** in presence of Bank's Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to [dpsp.pss@nabard.org](mailto:dpsp.pss@nabard.org) / [dpsp@nabard.org](mailto:dpsp@nabard.org) at least two working days prior to the date of pre bid meeting.

17. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid after pre-bid meeting, if required, and same will be uploaded on website.

Sd/-

**R.K. Agrawal**  
(Dy. General Manager)

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## FORM OF TENDER

To,  
The Chief General Manager,  
Department of Premises, Security and Procurement  
National Bank for Agriculture and Rural Development  
Head Office, Mumbai – 400051

Date:

Dear Sir,

### TENDER for Supply, Installation, Testing and Commissioning of Upgraded Access Control System at Head Office, NABARD

1. Having examined the tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/ We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid; in all respects of the tender and with such materials as are provided for, in accordance with such conditions in so far as they may be applicable.

### 2. MEMORANDUM

<u>Subject</u>	<u>Specification</u>
Description of work	TENDER for <u>Supply, Installation, Testing and Commissioning of Upgraded Access Control System at Head Office, NABARD</u>
Location	“NABARD Head Office, B.K.C, 400051”
Earnest Money	₹ <u>3,12,000</u> /- (Three Lakhs Twelve Thousand Only)
Time allowed for completion of the work	The time of completion for the total project shall be 03 months (Calendar Days) from the 10 <sup>th</sup> date of issue of work order.
Defect Liability Period	3 years from the date of virtual completion
Comprehensive Annual Maintenance Contract (CAMC)	5 years from the date of completion of Defect Liability Period.
Retention Money Deposit (RMD)	RMD @ <u>5%</u> of project cost
Security Deposit	Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit (SD). The security deposit will be <u>5%</u> of the total value of work executed either in the form of Bank

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	Guarantee or remittance through NEFT/ RTGS. The <u>50%</u> of Security Deposit will be refunded after the expiry of defects liability period. Remaining SD will be paid after the completion of CAMC period. No interest will be paid on it.
Clarification	Bidders have to submit the detailed rate analysis with justification, if required by the Bank.
Terms of payment	1. No advance payment. 2. Running bills will be paid subject to minimum values of ₹ 20.00 Lakh per running bill. 60% payment will be on supply of items & 25% payment on installations and balance 15% on testing, commissioning, programming and handing over.
Water & Electricity	As far as possible, water and electricity shall be provided by the NABARD. In-case of non-availability, contractor may have to arrange the water & electricity on their own.
Site Visit	Bidders shall undertake mandatory site visit to understand better scope of work prior to pre-bid meeting.

3. Should this tender be accepted, I/ We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

- i) ..... Bank, ..... Branch, ....., Mumbai
- ii) ..... Bank, ..... Branch, ....., Mumbai
- iii) Type of account: Savings / Current account
- iv) Bank Account No. :
- v) IFS code of Bank and branch :

The names of partners of our firm are:

- i)

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ii)

iii)

Name of the partner of the firm Authorized to sign:

**OR**

Name or person having Power of Attorney to  
Sign the contract (certified copy of the Power  
of Attorney should be attached) :

Yours faithfully,

Signature of Tenderer with stamp

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### 3. Pre-Qualification criteria of the Bidder

The contractor shall fulfil the following eligibility criteria for participating in the tender:

<u>S.No.</u>	<u>Description</u>
1.	<p>The bidder should have experience of executing Access Control System works during the last 5 years as on 29.02.2024 at any Government Organisation/ PSUs. The work should have been undertaken for atleast <u>50</u> locations during the last 05 years. Bidder to submit work experience details, including copies of Purchase Orders, work completion certificates received from Government Departments/ PSUs during each of the last five years. The documents to also indicate the annual payment given to the bidder.</p> <p><b>Following documents should be submitted: -</b></p> <p>1. Copy of work order (s)/ Contract document (s).</p> <p>2. Work Completion Certificate duly stamped &amp; signed from client with contact details of signing authority.</p>
2.	<p>Experience of having successfully completed similar works during last 5 years (ending 29.02.2024) should be either of following: -</p> <p>a. Three similar completed works whose individual work value is costing not less than ₹ 63 Lakhs.</p> <p style="text-align: center;"><b>Or</b></p> <p>b. Two similar completed works whose individual work value is costing not less than ₹ 75 lakhs.</p> <p style="text-align: center;"><b>Or</b></p> <p>c. One similar completed works whose individual work value is costing not less than ₹ 1.25 crore.</p> <p>d. <b><u>Definition of Similar Works:</u></b> - Experience in successful completion of the work during last 5 years “similar works” for the purpose of qualification; Supply, Installation, Designing, Commissioning, Integration, Implementation of Security Systems which includes Access Control System.</p>
3.	<p>Proof for the presence of Office set-up in Mumbai, Maharashtra. The bidder should have direct support office at Mumbai Metropolitan Region (MMR)/ Thane/ Navi-Mumbai. Proof of address of office and the relevant Rent Agreement/ contract document. (Electricity Bill/ Water Bill/ other Govt. proof)</p>
4.	<p>Minimum Average Annual Turnover of the bidder (for 3 years) - Rs. 50 lakhs</p>

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	(Documentary evidence in the form of certified Audited Balance Sheets of relevant periods <b>Or</b> a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid).  Financial Solvency Certificate from Chartered Accountant in the enclosed format.
5.	The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2023). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/ certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
6.	Valid MSME/ Udyam Aadhar certificate against the Works if seeking exemption from EMD.
7.	EMD amount of ₹ <u>3,12,000</u> /- in case not seeking exemption or in the form of BG of equivalent amount.
8.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.).
9.	Copy of GST Registration Certificates
10.	Copy of PAN Card
11.	Copies of Income Tax Return filed for last three financial years ending 31.03.2023
12.	Copies of Annual Turnover details in Rupees at for last three Financial Years ending 31.03.2023 including audited balance sheet and Profit & Loss Account.
13.	Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on ₹ 200/- non judicial stamp paper at tenderer's cost with Bank as per the format given to become eligible to participate in the tender. <b>It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.</b>
14.	The Bidder shall undertake mandatory site visit and submit the site visit report as per enclosed format, failing which the bid will outrightly be rejected.
15.	Make in India class I local supplier certificate.
16.	Tenderer should enclose authorisation letter & Proprietary Article Certificate from the OEM.
17.	The bidder should not be: - a. Blacklisted/ Delisted/ Debarred with nay Government Entity in India.  b. Getting 3rd party manufacturing/ OEM / ODM (which includes branding and reselling products manufactured by any 3rd party) from any company that is

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	Blacklisted/ Delisted/ Debarred with any Government Entity in India or any other country sharing land border with India.  c. Importing Equipment (in Semi Knocked Down Kits/ Complete Knocked Down kits and re-assembling them under their brand), sub-assemblies from any company that is Blacklisted/ Banned/ Debarred with any Government Entity in India or any other Country sharing land border with India.
18.	Bidder to submit an affidavit that they own the source code of the Software and Firmware being supplied for FRS Reader cum Controller being supplied against this tender and does not reside in any country that shares a Land Border with India.
19.	System Manufacturer company shall be ISO 9001, 14001 Certified.
20.	The MAC IDs of all the components which are going to become part of network either through physical connection or through wireless networking shall be registered in the name of the OEM of the respective components. An undertaking from the OEM in this regard shall be enclosed along with documentary evidence.

**Note.** Bidders to ensure submission of all documents mentioned above failing which the bid will be disqualified.

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#### 4. General Instruction to Bidders

##### Instructions to Bidder

Please note that pre-Contract Integrity pact is invariably to be submitted along with the Part-I of the tender failing which the tender shall be rejected.

The Firm/ contractors who have minimum 5 years of experience (ending 31.03.2023) in undertaking similar works of Supply, Installation, Testing and Commissioning of Access Control System and who fulfil the following criteria are eligible to tender: -

- Should have carried out minimum 3 similar work during last 3 years (ending 29.02.2024) with contract value (costing individually) not less than ₹ 63 Lakhs.

**Or**

- Should have carried out minimum 2 similar works during last 3 years (ending 29.02.2024) with contract value (costing individually) not less than ₹ 75 Lakhs.

**Or**

- Should have carried out minimum 1 similar works during last 3 years (ending 29.02.2024) with contract value (costing individually) not less than ₹ 1.25 Crore.

The tenderers should also have average Annual Turn over of ₹ 50 lakh during the last three years ending 31.03.2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

The contractor/ firm must have their registered office in Mumbai / Navi Mumbai and valid registration for GST etc. The contractor shall submit the copies of registration certificates for verification.

The tenderers are advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.

The tenderer shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

Intending contractors are required to submit their profile by giving details in the enclosed Pro-forma about their organization, experience, professional personnel in their organization, competence, etc.

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## **Pre-Bid Meeting**

A pre-bid meeting of the intending tenderer will be held at Head Office, NABARD at BKC on date (refer to tender documents) to clarify any points/ doubts raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the pre-bid meeting. All the points/ conditions/ specifications requiring clarifications shall be given in writing addressed to, The Chief General Manager, DPSP, NABARD HO, Mumbai on [dpsp.pss@nabard.org](mailto:dpsp.pss@nabard.org) / [dpsp@nabard.org](mailto:dpsp@nabard.org). These issues will be discussed and clarifications if any, will be published on NABARD website. Any such clarifications will form part of the tender. The tenderer are expected to get all the issues clarified during the above meeting and should strictly desist from deviating from NABARD's tender conditions/ specifications in their tender (Part – I and Part –II).

## **Submission of Tender**

Tenderer are advised to use only the format of forms given in the e-tender. However, if they desire to submit additional information, they may do so on their own letter head/ paper. Each page of the forms shall be signed by the contractor. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer's signature.

**Part I** - This part shall contain the covering letter, un-priced tender consisting of complete technical specification and commercial terms and conditions. Part I of the tender as submitted shall also contain the following: -

- Earnest Money Deposit in form of Bank Deposit **Or** Bank Guarantee in favour of NABARD, Mumbai as per the attached format and issued by a Nationalised/ scheduled bank.
- Power of Attorney/ authorisation with the seal of the company/ firm in the name of the person signing the tender documents.
- Any other technical information the tenderer wishes to furnish.
- Tenderer should also enclose authorisation letter & Proprietary Article Certificate from the OEM.
- Signed, sealed and stamped pre-bid pre-contract Integrity Pact on non judicial stamp paper of ₹ 200/- as per the proforma given in the tender document along with the Part-I of the tender failing which the tender will be summarily rejected.
- No extra work/ facilities shall be provided by NABARD except those mentioned in the tender document.

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## **PART II - Price Bid**

This part shall contain prices in Indian Rupees only as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered.

- 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 provision of the tender to complete in all respect.
- Bills to be paid for according to actual measured quantities at the rates/ quantities provided in the schedule of rates (Part II).
- The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to NABARD.

(a) The tenderer should indicate in his tender the complete description of the working of the system/ sub systems for which the tender is submitted with all relevant brochures/ literature etc. in addition to those called for in the Technical Specifications.

(b) The tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered.

(c) Tenderer shall supply all tools, plants, labour and consumables etc. as required for installation, testing and commissioning of the system as per tender.

(d) The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the system and handover the same to NABARD after completion of the work.

(e) The tenders (Part I) shall be accompanied by the leaflets/ literatures and full specifications of the equipments offered and the "Makes" of all the major components and accessories.

(f) During evaluation of technical Bid, NABARD representatives may visit the applicant's completed or on-going projects and contact his past clients for verification of information given by the applicant. On visiting the site if, committee finds quality of the work executed is not satisfactory, then it can lead to disqualification of the Contractor. Besides this, the documents submitted by the contractor, if found to be fraud/ rant/ manipulated/ false/ amended, the contractor shall be blacklisted for minimum period of 03 years for working in NABARD.

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(g) During the execution of work, contractor must deploy qualified personnel. In order to supervise the work, documentary proof for experience in dealing similar work should also be submitted.

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(h) **SITE VISIT:** - The Bidder shall undertake mandatory site visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the said works. The costs of visiting the Site shall be at the Bidder's own expense. Site inspection report dully signed by the Bidder should also be submitted with the tender along with the documents as given below failing which the tender will not be qualified.

**Site Visit Schedule: At the Same time of Pre-Bid**

Site Inspection Report:

This is to certify that M/s.....visited the "NABARD Head Office, B.K.C. - 400051, on..... and understood the general working condition and the mode of operations.

Name and Signature \_\_\_\_\_

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- (i) The contractor should submit undertaking/ affidavit duly notarized stating that his/ their/ her firm is not blacklisted in NABARD/ Govt. / semi-Govt. institutions on ₹. 100/-stamp paper. The undertaking/ affidavit should be of latest date and in original.
- (j) The applicant should also produce original documents for verification if called for. Failure to attach requisite documents with application will render applicant not eligible for qualification of bid without any intimation.
- (k) The duly filled application form shall be uploaded in <https://nabard.eproc.in/> after duly filled and signed on each page of tender. Incomplete tender is liable to be rejected.
- (l) Price bid shall be opened of only those contracting firm who are qualified in pre-qualification in response to the application received for this notice.
- (m) Application containing false and/ or incomplete information is liable for rejection and consequences.
- (n) The application must be submitted in the Pro-forma without editing the text whatsoever. Any Violation of this condition shall render the application invalid. [Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements II & III].
- (o) The tenders shall be signed by the person/ persons on behalf of the Organization having necessary Authorization/ Power of Attorney to do so. (Copy of Power of Attorney/ Memorandum of Association shall be furnished along with application).
- (p) If the space in the Pro-forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the Pro-forma and serial number. Separate sheets shall be used for each part of application, if required.
- (q) Tenders containing false and/ or incomplete information are liable for rejection.
- (r) While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement/ completion value of ₹ **60 Lakhs** and above. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
- (r) The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD on demand.
- (s) The applicant must have successfully completed the work according to the eligibility criteria under pre-qualification criteria.
- (t) In case L-1 bidder quotes abnormally low rates the bank may ask such bidder to submit the rate analysis of the item with justification. Failure to which, bid may be considered non-responsive and liable for rejection.

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(u) Water & Electricity supply for work execution: The client may provide Water & Electricity as per availability. In case of non-availability of the same, contractor shall arrange and bear the cost. All the necessary arrangement for electricity points i.e cable, switch etc. are to be provided by the contractor.

(v) The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be uploaded in the e-tendering website.

(w) Financial bids of only those contractors qualified in the technical bid will be opened for selection of contractor.

(x) All the protocols/ guidelines related to COVID– 19 or other matters fixed by government to be followed by the contractor at his own cost.

### Drawings and Documents

The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors, omissions and commissions in the drawing or particulars submitted by him even if these have been approved by NABARD. The drawings will be scrutinized by NABARD and returned to the tenderer within two weeks of receipt, duly approved or with observations.

The successful tenderer on completion of the work shall furnish three sets of schematic diagrams, physical layout drawings and maintenance manuals and a detailed list of all the components, if required.

### Packing and Dispatch

The equipment shall be properly and securely packed for multiple handling and transportation by sea/ air / rail / road etc. All equipment/components shall be delivered on Duty Delivery Paid (DDP) basis at NABARD HO Building, Mumbai.

### Taxes

The prices quoted for supply of equipment shall be deemed to have included all taxes, custom duty, excise duty, GST or any other taxes/ duties imposed by State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, Contractor All Risk (CAR) policy (1.25 times the Contract Value), workmen compensation and third party liability etc. to commence from the 10<sup>th</sup> day after the date of Work Order from NABARD till the system is finally handed over to NABARD. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per laws, income tax and GST-TDS etc. will be deducted at source and a certificate for the same will be issued to the contractor.

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The tendered rates shall be firm and shall not be subject to any variations on account of fluctuations in the market rate or any other source.

### **Validity of Tender**

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part II of tender, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period.

### **Language**

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

### **Earnest Money Deposit, Initial Security Deposit and Retention Money Deposit**

(a) **Earnest Money Deposit**: - The Tender must be accompanied by Earnest Money in the form of Direct Deposit in the Bank through NEFT **Or** Bank Guarantee issued by a nationalised/ scheduled bank in India for ₹ 3,12,000 /- as per NABARD's proforma towards Earnest Money deposit.

Tender not accompanied by EMD **Or** Valid MSME registration certificate along with NSIC enlistment certificate shall be rejected. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.

(b) **Initial Security Deposit**: - The successful tenderer to whom the Contract is awarded shall deposit an Initial Security Deposit (ISD) of a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money Deposited by him. The successful tenderer shall pay Initial Security Deposit within fifteen days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit. The initial security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or non-compliance with the conditions of the Contract. The initial security deposit amount will be adjusted or included in the retention money as per sub-Clause herein below. The contractor may also submit bank guarantee in lieu of the ISD as per the format enclosed.

(c) **Retention Money Deposit**: - Apart from the initial security deposit to be made by the Contractor as aforesaid, the retention money shall be deducted from running bills @ 5% of the gross value of bill amount after adjusting the initial security deposit and claimed in each running account bill. The initial security deposit amount plus the retention amount put together shall not exceed 5% of the Contract price as determined after considering all variations as approved.

On virtual completion of the job and on the Contractor's submitting the "As Built Drawings" to the Employer, the Employer shall declare the job to be virtually complete and upon this an amount equivalent to 5% of the total contract amount shall be retained by the Employer till the end of the Defects Liability Period (3 years reckoned from the completion/ handing over the installation to the

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Employer, whichever is later). All maintenance and repair costs during aforesaid Defects Liability Period of 3 years shall be borne by the Contractor. The Contractor shall have the option to have the balance retention money replaced by a Bank Guarantee of equivalent amount, which will be retained with the Employer till the end of the said Defects Liability Period.

The 50% of retention money shall be released only upon expiry of the Defects Liability Period and on determination and settlement of the Contractor's Final Bill, whichever is later. Balance 50% of Retention money will be returned after the completion of CAMC Period of 5 years.

If the Contractors do not carry out the rectification work during the Defects Liability Period, then the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of such repairs from the amount so retained.

### **Lowest tender not necessarily to be accepted.**

1. NABARD is not bound to accept any or all tenders or to assign any reason for non-acceptance.
2. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of any incident to or incurred by him through Or in connection with his submission of tenders, even though NABARD may elect to modify/ withdraw the tender.

### **Right to accept part tender**

NABARD reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

### **Evaluation of Tender**

The tenders will be evaluated based on Total cost of ownership (TCO) which will include the capital cost quoted for the Access Control System and the rates quoted for Comprehensive Annual Maintenance Contract for a period of 5 years after the expiry of three years Defect Liability Period after issuing of Virtual Completion Certificate to Bidder. Payment terms for Service Maintenance contract will be as half yearly payment after satisfactory completion of the service.

### **Signing of Contract Agreement**

1. The General instructions to the tenderer and special conditions, herein before referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between NABARD and the tenderer shall be the basis of the Purchase Order/ Final contract to be entered into with the successful tenderer.
2. The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.

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3. On receipt of intimation from NABARD of the acceptance of his/ their tender, the successful tenderer shall be bound to implement the Contract and within 14 days thereof, the successful tenderer shall sign an agreement in accordance with the articles of agreement. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.

4. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Contractor.

### **Inspection of Materials/ Work at Site**

1. Before dispatching of equipment to the site, if required, the equipment may be inspected by NABARD's engineers / officials at the manufacturer's site and then cleared for shipment. The contractor at his own expense shall offer all reasonable facilities to the inspector as may be necessary for satisfying himself that the equipment is being or have been manufactured according to the specifications laid down in the tender. NABARD at its discretion may inspect the equipment at the manufacturer's site, before dispatch of the same to the site at NABARD, Head Office, Mumbai. However, all cost towards inspector's travelling, lodging, boarding if any would be borne by NABARD.

2. NABARD's officials shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by NABARD's officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to NABARD's officials a similar right.

3. The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

4. NABARD's officials carrying out the inspection shall have the power to certify/ accept/ reject as follows: -

(a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.

(b) To reject any equipment or parts submitted as not being in accordance with the specification.

(c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and

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- (d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

### **Consequences of Rejection**

If the equipment or a part thereof, being rejected by NABARD's Officials, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/ completion period NABARD shall be at liberty to:

- (a) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- (b) Purchase/ execute or authorise the purchase/ execution of quantity/ work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of NABARD which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- (c) Cancel the contract and purchase/ execute or authorise the purchase/ execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of NABARD, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause applies as far as applicable.
- (e) NABARD's decision as to rejection: - NABARD's decision as regard to the rejection shall be final and binding on the contractor subject to contractor's appeal.

### **Completion Period**

Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall indicate the time schedule as per the broad items of work listed below: -

- (a) NABARD will provide open space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD. The partitions/ enclosure for lockable storage to be

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प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: +91 22 2653 0035 • ई मेल: dpsp@nabard.org  
Department of Premises, Security and Procurement

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erected by the vendor at his cost and shall be dismantled upon completion of work and all disposed materials to be stacked outside municipal limits by the contractor at his risk and cost.

### **Insurance**

On or before the date of commencement of the contract, the contractor shall take all insurances at his cost covering all kinds of risks from the time the equipments leave the manufacturer's workshop till end of defect liability period of the ACS to NABARD, in the joint names of NABARD and the contractor (NABARD's name being first) and it shall take at least the following risk related policies: -

- (a) Contractor's All Risk Policy at 1.25 times of the value of the contract.
- (b) Workmen compensation policy for all the workmen of the contractor at site.
- (c) Third party liability policy of ₹ 30 lakhs in a year.

**Note:** These policies shall remain valid for duration of the contract including completion of defect liability period. If these policies are not provided by the contractor, NABARD reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.

- The Contractor shall provide NABARD with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defect liability period.
- All insurance to be effected by the Contractor, and/ or his sub-contractors, or nominated sub-contractors, if any, shall be taken only with any of the Govt. approved Nationalised Insurance Companies.
- The Contractor has to Add-on covers under this policy, if at all they are not included under the original policy like: -

Clearing and removal of debris, damage to surrounding property not forming part of the contract work, Maintenance visit/ extended maintenance cover to cover accidental loss or damage whilst carrying out any rectification during maintenance period and / or any amount incurred for rectification of such original defects or faults during construction.

### **Warranty**

The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 3 years from the date of issue of completion certificate for the work, which in the opinion of NABARD have arisen from bad workmanship or materials, shall upon intimation by NABARD, be made good by the Contractor at his own cost within the time specified. During the said period of 3 years, the contractor (successful tenderer) shall make periodical inspection

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of the working of the ACS free of charge at least once in three months or as per requirement and attend to the servicing of the various parts and such other service that may be required to keep the ACS in good operative condition at all times.

The contractor shall be fully responsible for the warranty in respect of proper design, quality & workmanship and warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period. Warranty shall not become void for use or non-use of ACS. The warranty period shall be 3 years from the date of handing over of the ACS to NABARD i.e date of virtual completion.

### **Service Maintenance Contract**

The contractor shall furnish an undertaking that they will provide spare support so that the various equipments supplied can be maintained satisfactorily for a minimum period of 5 years after defects liability period of 3 years.

Charges towards Maintenance Service Contract will include all labour charges, charges for license and software upgradation, supervisory charges etc. towards all equipment without cost of spares. During the maintenance service contract, the firm should arrange for routine maintenance and inspection on all equipment as mentioned above on quarterly basis and submit a report to the Bank regarding the health of the equipment along with recommendation, if any.

The payment for CAMC shall be made on half yearly basis on rendering satisfactory service. The tenderers will have to make their own arrangements for deputing a helper to skilled personal including all necessary tools for rectification of the defects reported/ observed. This being major security control system, any fault in the system shall be rectified at the earliest.

### **Terms of Payment**

The payment for the works to be executed under this contract shall be made as follows: -

1. 60% of the quoted rate of the subject equipment/ inventory against delivery of materials at site against submission of the following items: -
  - (a) Manufacturer's Inspection and Test Certificates and proof of Invoice.
  - (b) Delivery of material at site and after submission of a Certificate that all equipment for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition.
  - (c) Policies of insurance covering all the risks during transit, storage.
  - (d) Any other statutory documents such as excise duty, octroi etc., if required.

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2. 25% of the quoted rate on completion of installation and testing.
3. 15% of the quoted rate on completion of Programming, commissioning and handing over of system to NABARD.
4. The Bank will recover 5% amount in every paid bill and the same will be released on submission of a Bank guarantee in a form acceptable to the bank towards Retention Money Deposit for the defect liability period of 3 years from the date of handing over & under 5 years of Comprehensive Annual Maintenance Contract.
5. No payment will be made without valid insurance policies.

### **Other Issues**

1. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of NABARD's Official. If in the opinion of NABARD's Official, nominal changes have to be made to suit the site condition and with the prior approval in writing of NABARD, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
2. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD's decision in such cases shall be final and shall not be open to arbitration.
3. The Schedule of Probable Quantities in respect of each work and specifications accompanying these special conditions are liable to alteration by omissions, deductions or additions at the discretion of NABARD.
4. The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/ Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of NABARD.
5. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications 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. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

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6. The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.
7. The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
8. The work has to be carried out in an occupied office and therefore may have to be carried out during restricted hours beyond office hours/ Saturdays/ Sundays/ NABARD's holidays etc. so that normal working of office does not get affected.
9. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by NABARD.
10. Contract Agreement: The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
11. Confidentiality: The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published or disclose any particulars of the Works in any trade or technical paper or elsewhere without the written permission of NABARD.

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

Signature of Witness with date

Address \_\_\_\_\_

\_\_\_\_\_

Signature of tenderer with date

Address \_\_\_\_\_

\_\_\_\_\_

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## Special Instructions to Bidders

1. The rates quoted in the tender shall include all charges for scaffolding, centring, hire charges for any tools and plants, sheds for material, marking out and clearing of site etc. as mentioned in the specification. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. **Tenderers must include in their rates GST, any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable.** No claim in respect of GST or other tax duty or levy shall be entertained by the Employer.
2. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
3. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in relevant clause of the Conditions of Contract. The tenderer shall before commence work prepare a detailed work programme and submit the same within 10 days from the award of work.
4. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
5. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
6. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
7. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

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## **Contractor's Liability and Insurance**

From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

### **Explanation:**

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

b. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, **for their full value provided under this contract, increased by 25% of the contract value** against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, The Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies before commencing the work at site. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer's choice in instalments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.

c. If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.

d. **The contractor shall indemnify and keep indemnified the Employer** against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of

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combination or any such claim.

e. Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub- Contractor. For this purpose, an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act.

All the premium shall be paid by the Contractor. Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/ nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

f. The Contractor shall at all-time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/ repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.

g. The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.

h. If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

i. We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's pro forma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.

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## 8. Schedule of Quantities

The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Bank's Officer and shall be considered to be approximate and no liability shall attach to the Bank's Officer for any error that may be discovered therein.

## 9. Sufficiency of Schedule of Quantities

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

## 10. Contractor to Provide Everything Necessary

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Employer, who shall decide which shall be followed, and their decision shall be final and binding on all parties.

The Contractors will supply, fix and maintain at his cost during the execution of any works, all the necessary centring, scaffolding, staging, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things.

The Contractor shall pull down and remove any or all such scaffolding, after completing his work as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Consultant / Employer.

## 11. Authorities, Notices, Patents, Rights & Royalties

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making

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any variation from the drawings or specifications that may be necessitated by so conforming, give to the Bank's Officer written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, Regulations or Bye-laws in question.

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

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Bank's Engineer, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

## 12. Materials And Workmanship to Conform to Description

All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank's Officer and NABARD's instructions and the Contractor shall upon the request of the Bank's Officer furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Officer and NABARD may require. The Specifications shall wherever not mention in the tender be taken in **accordance with the latest CPWD Specifications and its latest revision or BIS, if any.** If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's Officer and NABARD shall decide whether the same is unobtainable in fact. If the Bank's Officer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

## 13. Setting Out

The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Bank's Officer and NABARD. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such

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error if called upon, to the satisfaction of the Bank's Officer and NABARD. The Bank's Officer and/or his representatives shall from time to time inspect the work but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.

#### 14. Contractor's Superintendence and Representative on Works

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank's Officer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Bank's Officials or his representative whenever required if demanded by Consultant / Bank's Engineer.

#### 15. Dismissal of Workmen

The Contractor shall on the request of the Bank's Officer immediately dismiss from the works any person Employed there-on who may, in the opinion of the Bank's Official, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Consultant/ Bank's Officer.

#### 16. Access to Works

The Bank's Officials and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, factories or other places where materials are being prepared or fabricated for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank's Officer and the Employer and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank's Officer or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place other than the site of the works, the Contractor shall obtain the written permission of the Bank's Officer for doing so.

#### 17. Measurement of Works

Bank's Officials may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified personnel to assist the Bank's Officer or their representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such agent, then the measurements taken by the Bank's Officer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the annexed general specifications. The measurement shall wherever not mention in the tender be taken in accordance with the Indian Standard of "Method of Measurement, if any". The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

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## 18. Prices for extras etc.

Should it be found after the completion of the works from measurements taken in accordance with the previous paragraph that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced Schedule of Quantities and/or that any variation is made, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules: -

- i. The net rates or prices in the original Tender shall determine the valuation of the extra work where extra work is of a similar character and executed under similar conditions as the work priced therein.
- ii. The net rates or prices in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (iii) hereof.
- iii. Where the extra works are not of similar character and/or not executed under similar condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount any omission or additions relative to the amount of the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Bank's Engineer, the net rate or price contain in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Officials shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent towards contractor's overhead and profits, which shall be final and binding on the contractor. The rate analysis to be approved by the Bank before finalization of such rates. No escalation shall be entertained on the extra or deviated items.

## 19. Removal of Defective Work and Materials

The Bank's Officials shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Bank's Engineer are not in accordance with the specifications or the instructions of the Bank's Officer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by the Bank's Officer from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Bank's Officer in consultation with the Bank's Officer

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may allow such work to remain and, in that case, may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.

## 20. Defects after Completion

Any defect may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated, then for a period of three years after the Virtual Completion of the work and responsibility for making good at their own cost of the latent/patent imperfections or defect becoming apparent during this period arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Bank's Officer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Bank's Officer Certificate in writing from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such works, and in the event the amount retained (Certificate and Payments) being insufficient, recover the balance from the Contractor.

## 21. Delay and Extension of Time

If in the opinion of the Bank's Officials the works be delayed

- a. by force majeure or
- b. by reason of any exceptionally inclement weather or
- c. by reason of proceedings taken or threatened by the dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or
- d. by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer or the Bank's Officer and not referred to in the Schedule of Quantities and/or Specifications or
- e. by reason of Bank's Officer instructions, or
- f. by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
- g. In consequence of the Contractor not having in due time necessary instructions from the Bank's Officials for which he shall have specifically applied in writing, ahead of time, giving the Bank's Officials reasonable time to prepare such instructions, the Bank's Officials shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Bank's Officials, but the Contractor shall nevertheless constantly use

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his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Officials to proceed with the work.

The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works.

## 22. Keeping Site Clean

The contractor shall at all times keep the Site clean and shall dispose of all rubbish and offensive material in a manner approved by the Employer.

## 23. Avoidance of Nuisance

- a. The Contractor shall take all necessary precautions in reducing noise of work being undertaken by means of mufflers, silencers, screens, etc.
- b. Work liable to create dust shall be well wetted before being executed.
- c. The work shall be carried out strictly in accordance with the time schedule and other instructions given by the Employer taking care to cause minimum amount of noise, dust and another nuisance at the site.

## 24. Mobilization Advance

No advance payment shall be made.

## 25. Terms of Payment

- a. No advance payment.
- b. Running bills will be paid subject to minimum values of Rs. 50.00 Lakh per running bill. 50% payment will be on supply & 30% payment on installations and balance 20% on testing, commissioning, programming and handing over, subject to retaining 5% under Retention Money Deposit.
- c. Final bill shall be released after complete measurement along with issuance of VCC by the Bank and approved by the Bank, after obtaining approvals / certification from bank's authorities as required for usage of the system and after issue of VCC.
- d. The Bidder has to submit the RMD/ Bank Guarantee of 5 % of the work order.

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### Declaration by the Contractor

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

(SEAL & Signature of the Tenderer)

Place:

Address:

Date:

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## **SCOPE OF WORKS**

### **1. Project Overview**

The purpose of this project is to implement a comprehensive Access Control system that meets the specific requirements of National Bank for Agriculture and Rural Development, Mumbai. The upgraded ACS will serve as a replacement of the existing system. The upgraded ACS shall enhance NABARD's security facilities with Biometric based equipments thus ensuring a safer work environment. The system shall facilitate better handling of contractual staff, incoming visitors, maintenance staff etc.

The primary objective of this project is to supply, install, and configure a state-of-the-art Access Control System that may seamlessly integrates with all security management systems viz. CCTV system, BIS, Visitor Management System, Inventory Management System etc and also permits any expansion in future. The system should provide reliable and high-quality access control devices along with customized software which shall enhance security and disaster management capabilities and also to meet the evolving needs of NABARD.

The following sections of the Statement of Work (SoW) will provide a detailed outline of the specific tasks, deliverables, timeline, and acceptance criteria for the successful implementation of the ACS.

The scope of this tender invites bidders to provide comprehensive services for the supply, installation, configuration, integration, testing, and commissioning of Access Control System with biometric based equipment as specified by the client. The following tasks, activities, and deliverables are expected from the selected bidder.

### **2. System Engineering**

The bidder shall prepare detailed engineering documentation, including detailed schematic diagrams, equipment lists, cable schedules, and system layouts, in accordance with the specifications provided in the tender and as per site condition and should get those details approved from NABARD before initiating the actual installation or provision works at site.

### **3. Equipment Procurement and Supply**

The bidder shall identify and procure all ACS components including Facial Recognition System/ Biometric Equipment, Tripod turnstiles, Controllers, all allied equipments/ system of ACS and any other related necessary equipment from authorized and approved Original Equipment Manufacturers (OEMs). The bidder shall ensure selection of high-quality, reliable and compatible products from approved reputable OEMs that meet the Bank's specifications and expectations. The bidder shall share the delivery schedule for delivery of all the equipment and coordinate with OEMs, vendors, and suppliers to ensure timely delivery of equipment and handle any necessary logistics.

### **4. Installation, Testing and Commissioning**

The bidder shall perform the physical installation of Access Control System in designated locations as specified by the NABARD. Handle and mount turnstiles, biometric based equipments, control interfaces, customised software, controllers, readers and other equipment according to the manufacturer's specifications and industry standards. Configure and program the Access Control

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System to ensure seamless integration of all components and functionalities, as specified by Bank Officials.

The bidder shall integrate the ACS with existing infrastructure and technologies specified by the Bank including dismantling of existing ACS related infrastructure (turnstiles, access control equipments, software, Server based client, wiring, network cables, controllers etc)

The bidder shall perform comprehensive testing of the ACS to verify its performance, functionality, and compliance with the Bank's requirements. Conduct functional testing to ensure proper signal routing, control system functionality, and overall system operation as specified by the client. Test the system's performance under different scenarios, including biometric features, recognition-based turn around time, performance of turnstiles, network stability, response time in accordance with the Bank's expectations. Address any identified issues, defects, or non-compliance to ensure the ACS meets the specified standards defined by the Bank.

## 2. Documentation and Training

The bidder shall prepare detailed documentation including system as-built drawings, user manuals, operation guides and maintenance procedures as required by the bank. The bidder shall provide comprehensive training sessions for end-users, administrators and staff operating the ACS/ staff nominated by NABARD for troubleshooting common issues.

## 3. Project Management and Coordination

The bidder shall assign a dedicated project manager who will oversee the entire project, ensuring effective coordination, timely completion, and adherence to project milestones, as agreed upon with the Bank. Maintain regular communication with the Bank Officials involved in the project, providing updates on project progress, addressing any concerns and facilitating smooth project execution. Employ efficient project management methodologies to monitor and control project costs, timelines and resources, as defined in the tender document.

The deliverables of this project include a fully functional, integrated, and commissioned ACS that meets the specified requirements and objectives as discussed with NABARD Officials and outlined by the client in the tender document.

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## TENDER TECHNICAL SPECIFICATIONS FOR UPGRADED ACCESS CONTROL SYSTEM

### OEM / Bidder PQ:

1. The tender is governed by Government of India (GOI) Rules and Regulations like General Financial Rules (GFR), DPIIT Policies etc. Bidders to ensure all GOI guidelines are followed.

**Bidders while selecting OEMs of equipment's, Hardware and Software (proposed to be supplied for this tender) are to ascertain the documents submitted by OEMs carefully as they shall be held accountable for submitting any False Claims/Representations made by ANY OEMs of equipment's, Hardware and Software (proposed to be supplied for this tender) as per GOI guidelines.**

2. Bidders while selecting OEMs of equipment's, Hardware and Software (proposed to be supplied for this tender) to ensure that OEMs must be genuine and as per definition below:

a. OEM is defined as a company that has its own manufacturing setup for the production of equipment's (not assembly /white labeled) required in this tender and is currently manufacturer the offered models under their own brand in their own manufacturing setup with SMT machines.

b. OEM getting 3rd party manufacturer for offered products will not be considered as eligible OEM.

c. Buyer reserves the rights to check that the models quoted are currently being manufactured at the OEM own facilities for manufacturing by visiting the premises, design and IPR's held in the name of OEM's name and may ask for any supportive documents for verifying the claims.

3. OEM should have been manufacturing offered/ similar technology equipment's for at least 05 Years (proof to be submitted).

4. Bidders while selecting OEMs of equipment's (proposed to be supplied for this tender) to ensure that OEMs must not be: -

a. Blacklisted/ Delisted/ Debarred with any Government Entity in India.

b. Getting 3rd party manufacturing/ OEM /ODM (which includes branding and reselling products manufactured by any 3rd party) from any company that is Blacklisted/ Delisted/ Debarred with any Government Entity in India or **any other country sharing land border with India.**

c. Importing Equipment (in Semi Knocked Down Kits/ Complete Knocked Down kits and re-assembling them under their brand), sub-assemblies from any company that is Blacklisted/

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Banned/ Debarred with any Government Entity in India **or any other Country sharing land border with India.**

5. Bidders to give an affidavit that while selecting OEMs of equipment's, Hardware and Software (proposed to be supplied for this tender) they have ensured that the Hardware, Software and Firmware (proposed to be supplied for this tender) selected are actual manufacturers and are not getting 3rd party manufacturing like branding and reselling in India through importing/trading and rebranding such equipment **from country that shares a land border with India.**
6. OEM to submit an affidavit (as enclosed) that they own the source code of the Software and Firmware being supplied for all the models against this tender and **does not reside in any country that shares a Land Border with India.**

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**Face Recognition, Card, Fingerprint, Mobile key & Password  
based Reader cum Controller**

<b>Ser</b>	<b>Technical Specification</b>
1.	Access Control Reader should support authentication like Face Recognition, Fingerprint, Contactless Card & PIN for providing multi factor authentication by reading the Face, Fingerprint & combinations. The proposed device should have ability to support biometric and non-biometric authentication modes like Card & PIN also. <b>Make - VIRDI, Idemia, HID, TYCO or equivalent.</b>
2.	Biometric Reader device should be intelligent enough to prevent the kind of security breach by determining whether a face in a video stream is “live” or a photograph.
3.	Device should be able to support the “Walk Through Type” where device can read the user’s face from a distance from 0.5 meter to 3 meters and authentication distance should be configurable in the device menu.
4.	Device should support the easy Face enrollment method by enrolling from Terminal / capturing the image through smart phone.
5.	Device should be able to detect the Fake Fingerprints when placed on the sensor. It should not read the fake fingerprints made of any chemical composition such as Rubber, Silicon, Gel, Paper, Thin film etc.
6.	Device should have 500 DPI Optical Sensor with FBI PIV certification. OEM should have in house Research & Development capabilities of customization in fingerprint algorithms, encryptions etc. Fingerprint Sensor, Fingerprint Algorithm, Software & Biometric Hardware should be from same OEM.
7.	FRS OEM / India Partner / Distributor / Bidder should have single PO of at-least 500 Nos of proposed make & model or similar Device with Face technology from same OEM in India during last 3 years from the date of publication of the tender.
8.	Device should be manufactured using the latest and most accurate state of the art Face Recognition Technology like reading Live Face only, biometric technology like Fake Fingerprint Detection, Auto Push and shall support high speed processing.
9.	Device should support ANDROID Operating System (OS) with min. 1GHz Quad Core Processor or better for fast processing and along with min 16GB Flash ROM and 2 GB RAM or better.
10.	Display should have min 5” Color LCD with enhanced touch sensitivity and shall be capturing & displaying User’s picture on main screen after authentication for valid / invalid logs both along with other credentials like Name/ User ID, Time etc.

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11.	Device should be able to store up to 20,000 Face Scans / 500,000 card users / 500,000 Finger prints & shall not be dependent on any server for storage of Face/ Finger/ Card & hence storage capacity shall not be divided between terminal & server.
12.	Device should be able to store up to 1,00,00,000 transaction logs along with min. 20,000 picture logs.
13.	Device should be able to upload/ transfer punch information of employees on real time basis to the server/ controller. There should be no batch process required.
14.	Device should have inbuilt capability to grant access to users via mobile key for easy authentication.
15.	Device should be able to perform in 1:1 & 1: N authentication modes.  (a) Face Authentication: It should support 1:20,000 face authentication in 1:1 & 1:N mode.  (b) Fingerprint Authentication: It should support 1:500,000 authentication in 1:1 & 100,000 in 1:N mode.
16.	Device should support Mask / No Mask detection feature. It should be configurable in the menu with various options like Restricted/ Guided/ Mandatory etc.
17.	Device should support Multi-Face detection feature. It should be able to detect min 2 users face at the same time for face recognition, although feature should not be mandatory & configurable in menu.
18.	Device should be compatible with Thermal Module/ Camera for body temperature scanning & should display the body temperature on screen in F/ °C along with threshold limit.
19.	Device should have in built controller provision for door control and also provide the Wiegand IN/ OUT & RS 485 output and should be compatible with any 3 <sup>rd</sup> party controller to transfer user information for Authentication.
20.	Device should have min 2MP camera to capture the picture of authorized or unauthorized users & shall be transferring the same to server on real time basis w/o any delay unless network is down. It should support 0 lux to 25000 lux for extreme dark environments to outdoor lighting conditions. The authentication must be possible in Irregular Lighting Recognition 5 ~ 15,000 Lux.
21.	Device should support Anti Pass back feature & shall be configurable user wise.
22.	Device should support Duress fingerprint and Password option. In case of emergency, system should send Duress finger/ PIN Alarm to Server.
23.	Device should support Blacklist & Expiry Employee configuration. It should send an alert to software if a blacklist & Expire employee punch.
24.	The access permission should be less than 1 second & enrollment process shall not take more than 30 seconds for Face.

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प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: +91 22 2653 0035 • ई मेल: dpsp@nabard.org  
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25.	0.0001% FAR / 0.1% FRR in Ideal Conditions.
26.	Device should communicate with central server using TCP/ IP protocol over Ethernet or Internet, 10/100 Mbps auto sensing Ethernet with DHCP, IPv6, GPRS (Optional).
27.	Device card reader shall be capable of reading the various card technologies like EM / Mifare / HID / Desfire etc. The protocol of data from the reader shall be secured open format and non-proprietary.
28.	Device should support Multiple card reading format (Standard/ Decimal/ Hexa-Decimal/ Hexa-6 Digit etc.).
29.	It shall be capable to provide a unique tone and / or tonal sequence for various status conditions such as access granted / denied.
30.	It should be possible to configure, manage and diagnose multiple geographically dispersed readers from a central desktop application without custom programming.
31.	Device should have full functionality in off-line mode. It should be able to send all events once connectivity is re-established (employees must be able to punch- in/ out for shift or break off line).
32.	System should give warning alarm in case of tampering with machine.
33.	Software/ Driver/ Firmware updates should be possible through network / communication Port and to be provided till end of life of ACS.
34.	In the event of reader communication failure / tempering, it shall be capable of being detected by the server and appropriate alarms shall be generated at workstations / server. Fault of one reader should not affect the operations of other readers in the network.
35.	Device should be able to display Private message against a verified user that has been defined in the software against the specific user. Should be capable of displaying global messages for all users and multimedia features like advertising, notices or wishing Birthdays etc.
36.	Device should have built-in RTC Calendar. Should be able to sync the clock with the server.
37.	Shall have UL Listed external power supply required for internal operations. Should be able to control & provide power to EM locks & other related accessories also.
38.	Device Should Support Power Saving Mode.
39.	The device must be capable of supporting Storage Temperature range from -10 °C~150 °C and operating temperature range from -20 to 60°C.
40.	The device should support humidity < 90%.
41.	CE / FCC/ BIS/ROHS
42.	The ACS software should be able to generate customized reports viz. No. of Employees present in building at any given time with provision of email trigger containing the information. The information to be displayed separately as per following existing nomenclature (subject to change): -

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	(a) NABARD Staff (b) Contract Staff (c) Maintenance Staff (d) Visitors (e) Retd./ Visiting NABARD Staff
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## 2. **GENERAL**

(a) The NABARD premises is accessed by its staff, Retd. / Visiting Staff, contract staff, short-term contract staff, long-term contract staff, security guards, maintenance staff, vendors and visitors on a daily basis.

(b) All NABARD Staff, contractual staff, visitors gaining access to NABARD Head Office will have to follow one or combination (as per decision of NABARD's competent authority) of the authentication mechanisms i.e biometric (face & finger print), RFID card, mobile QR code for verification.

(c) Entry and exit will follow the same procedure. All entry and exit details of the personnel shall be logged turnstile wise.

(d) Existing RFID card being used at HO shall work with the proposed system.

(e) System shall consist of Biometric Based Equipment which includes Face Recognition, Finger Print, RFID Card & readers, Mobile QR code, Finger cum Face & RFID Card enrolling stations, Servers, PCs and allied equipments with associated Ethernet cable, power cable, civil works, SS Grill, Aluminum grill to cover the gap and any other miscellaneous work to complete the project.

(f) Genuinity/ Authenticity certificate needs to be provided by the bidder at the time of supply of all components. The certificates to be duly stamped & signed including contact details of signing authority on letter head of OEM.

(g) All the PCs/ Server systems shall be protected by Server-Client based Anti-Virus software.

(h) The offered system shall allow for expansion in future.

(i) The Biometric data is sensitive in nature and therefore the bidder has to ensure that the system being provided has the best in class and latest encryption/ data safeguarding technology along with data leakage prevention measures. The system should comply to all statutory government norms/ policies in vogue w.r.t to prevention of leakage of biometric

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data.

- (j) The System is required to be fully operational round the clock on 24 x 7 basis.
- (k) Supplier & offered system has to adhere to the NABARD IT Policy. Periodic VAPT tests will be conducted at NABARD and all observations reported to be liquidated by the supplier without any additional cost to the Bank.
- (l) The successful firm will have to give the escalation matrix for their service personnel.
- (m) Site survey is mandatory for all Bidders before quoting in order to completely understand the scope, requirement & site condition. Bid shall be outrightly rejected if site survey is not done.
- (n) The scope of work includes Design, supply, assembly, installation, testing, erection, integration, commissioning, software integration, training and performance testing of the complete Access Control System.
- (p) This is a turnkey project. Supply, Installation, Integration of components, enrollment, support work, minor civil works, electrical works, cable laying, filling up gap, allied equipments in order to make the system working as per the requirement falls under the scope of work. Any items not specifically mentioned in the document but is required to achieve the full functionality of the system has to be provided by Bidder without any additional cost. The bidder therefore shall quote keeping in view of the requirements mentioned above.
- (q) This will include complete installation of turnstile gates with required civil and fabrication works, creating backbone for the system by laying the required data and power cables, laying & termination/ splicing of all cables, fixing of cable trays, conduits, installation and commissioning of all items supplied.
- (r) Mounting & installation of Servers, Readers, Controllers, Switch, Racks and connecting to network.
- (s) Installation and configuration of Core Switch, Access Switch etc.
- (t) Integrating the whole system for optimum performance.
- (u) The firm shall bear full responsibility for all kinds of maintenance which include periodic maintenance as well as attending to all break-down and emergency calls at short notice whenever called during the DLP and CAMC period.
- (v) All the software's supplied shall be licensed software's.
- (w) The bidder shall also provide Visitor Management System with latest features and compatible

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with the Access Control System Software for managing incoming Vistors at head Office NABARD. The scope also includes software, licenses, 02 Client PCs (with 25 inches LED monitor), 02 All in One/ Multifunction LaseJet Printers. The system should be integrable with NABARD's 'Active Directory'.

(x) Providing Application software OEM copies along with license keys and passwords.

(y) The DLP will start only after issue of Final Acceptance Certificate by the Bank.

(z) The firm will have to Supply install Test and commission earthing system for the whole system.

(aa) All the cabling, conduit and installation shall be laid as per relevant standards or practice in vogue and shall have aesthetic look.

(ab) Electrical Works: -

(i) The power is to be tapped from source as per instruction of concerned Engineer/ in-charge of Electrical Section of DPSP, NABARD.

(ii) All electrical components to be supplied & installed shall have ISI marks and heavy duty to work in industrial environment.

(ac) Civil Works: Any civil works to meet the system requirement would be under the scope of supplier.

(ad) Any damage to false ceiling/ civil structure etc. during the execution of work the firm has to repair the same without any additional cost.

(ae) All the gaps (b/w nearest wall and installed structure) after installation of turnstiles have to be covered with SS Grill so that access can be made only through the ACS system. All civil works for the same is under the scope of supplier.

### 3. System Design, Requirement & Allied Technical Work

The proposed system shall be a secure & fail-proof layer in the overall office security system employing an industry- standard & internationally acceptable encryption mechanism of 256 bit or more.

Access Control System shall be designated to be adaptable/ confirming to prevailing Standards.

The Supplier has to provide the SDK (Software Development Kit)/ API Documentation along with the proposed system without any additional cost.

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**Access Control System (ACS)** shall have a centralized architecture with a centralized server hosted at Server Room at Department of Information Technology at Head Office, NABARD. The system shall deploy a very high level of encryption technology, minimal points of failures, scalability, & Industry Standard redundant architecture, and an extremely essential conformance to a well- documented Failure- to- safety policy framework. The central location shall have a robust server and a fail over server, an appropriate data backup / archiving system.

**Failover Method** Supplier shall provide at least two servers 1st Primary Server and 2nd Secondary Server. Secondary server will be a Hot Standby of Primary Server that will act as Primary Server in case of unavailability (due to any reason) of Primary Server. The primary application server should be in failover configuration. Secondary server should be active in case of primary server failure and provides uninterrupted service. All Database Instances, System Software, Communication System shall be in Cluster mode.

The System shall have Anti-Pass Back feature.

ACS shall store all access records including all the transaction history associated with them for at least 03 Years. Accordingly, bidder has to provide the storage size of server HDD over & above the minimum size as specified in sever technical specification.

ACS system shall provide an archiving facility which can be used to archive old transactions of system.

Network connectivity shall be built by the vendor to match the system requirement.

The vendor shall deliver all required system and Application Software for a fully functioning system. The software provided by the vendor to operate the system shall be delivered in a ready-to-run form, including all necessary utility programs.

All software licenses shall be provided as required. Renewable or subscription licenses shall not be used. The vendor shall ensure that updates and upgrades to the application software are provided and applied without any cost implication and that upgrades are compatible to the customization of ACS including interfaces.

All the software provided by the vendor should be licensed to Head Office, NABARD.

Custom Reports - IN/ OUT Report, Login System Report, No. of persons inside the building category wise (As specified above). Report shall be exported in EXCEL/ PDF and auto generation of report with forwarding of report to concerned Officers on hourly/ daily basis (configurable by NABARD) through email.

Backup & Restore: Fail proof and stable backup and restore system --for the Access Control System, application, data and configuration.

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It shall be an intelligent & integrated security system, based on TCP/ IP protocol that provides configurable and controlled access at equipment installation location. The configuration scheme shall be under the secure control of the system Owner/designated super-user.

The system shall monitor attempted unauthorized entry & other incidents and alarm and report/ log those for alarm notification & further action.

Access can be given for certain period interval and access should automatically be disabled after the expiry of such period.

In terms of the scope, the vendors shall design, supply, install, commission, and conduct performance tests of the Access Control System.

All gate controllers/ readers shall be connected through TCP/ IP with servers at the central location.

**Clock/ Time Sync:** All the elements of the system shall sync time with a central server, No manual setting/ regular work to be done for the regular date & time sync. All necessary items & work required for a central date & time server will be in the scope of supplier. Vendor shall ensure that all the elements of ACS shall take date & time from the central date & time server configured by the Vendor as part of the system. There should be option to configure periodic auto time sync to all active elements of the system.

System elements (Readers/ Controllers/ Servers etc.) shall have feature of auto date & time sync at a particular time (defined by user) every day.

The power supply available to the electrical loads of the system is 230V, 50/ 60Hz, single phase supply AC.

The electronic circuits used in the system shall be of solid-state fail-safe design and be provided with proper coating to have resistance to humidity and corrosion which enables the operation from being impaired by dust and dirt.

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**TENTATIVE BILL OF MATERIAL FOR HEAD OFFICE, NABARD**

<b><u>Ser</u></b>	<b>Item Description</b>	<b>Qty.</b>
1.	Access Control equipment/ Reader (Finger Print, face recognition, Mi Fare card, Mobile QR code)	22
2.	Enrolling Station with Access Control equipment/ Reader (Finger Print, face recognition, Mi Fare card, Mobile QR code)	02
3.	Server in Hot Standby Configuration Primary Server with 01 Nos. NAS. With all requisite licenses of S/W, OS, DB, Backup S/W, Server health Management S/W, Latest Anti-virus S/W including updated till completion of Comprehensive AMC period, Support, Latest & best in class Encryption Technology	01
4.	Client PC (01 ACS + 02 VMS) (as per specified tender specifications).	03
5.	8 Port Network Switch Industrial Grade layer 2 managed	03
6.	Rack for mounting of Access Control System System Rack Mount Server	01
7.	Laser Jet Network Printer (All in One Printer/ Multifunction)	03
8.	Access Control System software with Hot standby License of Access Control System, Attendance System, Data Base, any other applicable license for having Hot Standby Mode of Operation. Feature includes Visitor Management System, Attendance Management System and scope for integration with BMS in future.	--
9.	Any other items or work not covered above but required to make the system complete on Turnkey Basis. (Such as field Rack, Cabling, Civil, Electrical, Mechanical Work along with AC work) Installation and commissioning of various items and to integrate with the Server.	--
10.	Tripod Mechanism Turnstiles (as per tender specifications) including complete installation assembly.  The work will include dismantling of existing turnstile arrangement including all civil work, wires, connections, switches etc.	11
11.	Web Cameras (as per tender specifications) including complete installation assembly	03

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## Tender Technical Specifications for Access Control System

1. Access Management Software shall be Browser (Web) based, supporting MS SQL Server database/ Maria DB and shall be an OS independent platform (Windows and Linux).
2. Software must support major PC and Mobile browser. Using https protocol to support packet encryption with SSL for security of communication section. Software must also support unlimited simultaneous connections.
3. Software shall be able to display the body temperature of the person in real time captured through the Biometrics readers if integrated with thermal modules for body temperature detection.
4. Software must support the following feature: -
  - a. Manage individual PCs according to policies established by the administrator.
  - b. Manage departmental and individual access rights.
  - c. Time control function
  - d. Import/ export function
  - e. File/ folder encryption function using fingerprint- Automatic Patch Server function.
  - f. Watch dog function to prevent client policy change.
5. Software must support toolkit for powerful SI in order to make it easy to integrate with Bank's intranet, internal business system and other security solutions provide standardized Web API.
6. Photo pop up to check employee in software even if monitoring page is minimized & shall display live capture images in pop up – stored profile image logs in database along with Live captured image.
7. Software shall be able to set the Expiry date of access of the user.
8. System connectivity status can be monitored online for all machines connected with software.
9. Software must support user management/ Template management from one machine to another from standard software only, for all / selected users.

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10. Real time monitoring of punches for all machines / users connected with software. As user authenticates, status can be monitored online on real time basis.
11. Software shall display all valid & invalid punches / logs in real time basis along with various events.
12. Software shall display the live captured images on screen for real time logs.
13. Software shall support weekly Time Zone Features. Up to 12 transaction bands (start and end time) can be created for each day supporting up to 9,999 Time Zones and up to 1024 access groups.
14. Software shall support Access Duration (Set Expiry date) for employees.
15. Software shall support Blacklist Employee Authentication feature. In case of blacklist employee punches into the system, it shall store audit logs.
16. Software shall support Duress Fingerprint feature. In the case of Duress FP authentication, the system shall be able to send emails on pre-defined email ids OR shall generate alarm in the software.
17. Software shall be able to generate various Log Reports like Access Log, Server Audit Log, Admin Logon Audit, Search Event Log, etc.
18. Software shall support Issuance of Smart card & Design Card layout for smart card.
19. Software shall support smart card sector writing.
20. Software shall support message broadcast for a specific period & for a specific time zone.
21. Software shall support online update of devices firmware.
22. Software shall support EXDB (send real time logs data to external database also if required).
23. Software shall support Holiday management.
24. Software shall be managing all connected terminals, in case of Fire/ Emergency/ Panic alarm. When software will get any emergency alarms then all connected terminals doors shall be opened.
25. Software shall support to configure FP security level, password policy.
26. Software shall have Auto Sync feature on server level. When Admin will be modifying any users, then modified users shall automatically sync on all terminals.
27. Count of all employee/ visitor at any point of time shall be available and SMS/ email shall be triggered as per frequency decided by admin.

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28. There shall be provision to generate QR code for employee by Authorized User/ Admin in case of employee forgets his/ her card.

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## Tender Technical Specifications for Visitor Management System

1. VMS Shall have support Centralized architecture.
2. VMS software is web based supported software to create & manage visitors and their appointments.
3. VMS shall have provision of Creation and Updating application user.
4. Provision to assign access rights to the Application users and create admins.
5. VMS Shall have Provision to schedule and preschedule appointments through system.
6. VMS shall support Single day and multiday appointment creation for visitors.
7. VMS shall have provision to create appointments/ Visits by Employee.
8. Provision of Approval and Disapproval of the appointment by the Admin.
9. VMS shall have provision to provide Time-based access to visitors.
10. VMS shall have provision to registration of visitor using unique mobile no.
11. VMS shall have provision to verify each visitor using one time password (OTP) received on registered mobile no of visitors for every visit. OTP shall be validated by the VMS Admin for every visit.
12. VMS shall be integrated to SMS Gateway provided by Bank.
13. VMS shall have provision to provide card-based/ QR based access to visitors after verification of OTP.
14. VMS shall have Provision for Visitor Pass generation as per default badge.
15. Visitor entry pass shall contain following information:
  - Organization Name & Logo
  - Address
  - Mobile Number
  - Visit Purpose
  - To Visit (Officer/ Employee)
  - Escort name (if present)
  - Meeting Location
  - Date
  - In Time & Out time (Check In /Check Out)
  - Signature of issuing authority

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- Photograph
- Signature officer/ authority
- Appointment ID
- Remarks

16. Provision to assign access rights to the Application users and assignment of approval role to certain application users.

17. VMS shall have provision to generate reports of the visits.

18. VMS shall have provision of generating Check In/ Check Out reports of the visitor.

19. Provision to generate below mentioned Reports through software:

- (a) Visitor Report with Check-in/Checkout details.
- (b) Report generation of incomplete Visit (Check In completed but Check Out not completed).

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प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: +91 22 2653 0035 • ई मेल: dpsp@nabard.org

Department of Premises, Security and Procurement

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## Technical Specifications for Access Control System C Type Tripod Turnstile - Motorized

Tripod should be motorized for pedestrian control on both directions with safety feature of drop arm in case of power failure. Tripod should comprise with minimum following parts: -

1. Stainless steel 304 cabinet with 1.5 mm Thickness of material for greater strength and sturdiness.
2. BLDC motor or servo motor with necessary gear box.
3. Encoder connected to motor.
4. Clutch arrangement for locking of rotating arms.
5. Electronics for controlling the entire operation of tripod.
6. Drop arm hub with stainless steel arms of 500 mm attached to aluminum hub index attached to the mechanism using a necessary locator or similar arrangement.
7. Lane indicator on both the sides with green arrow and red Cross.

<u>Ser</u>	<u>Parameter</u>	<u>Details</u>
1	Approved Make	Gunnebo, Perco, Godrej, Kaba, Boon Edam
2	Model	C type Structure – Long cabinet
3	Height	Cabinet: 1020 MM approx. Rotor Arm height from ground: 800 MM and above
4	Technology	Motorized 3 X 120-degree indexing
5	Rotation/Type	120 degree stop (Tri-arm)
6	Walkway/Passage Clearance	500 + 50 mm
7	Dimension	Cabinet: 1100 x 250 x 1020 MM (L x W x H) +/- 5%
8	Material of construction	Body: SS-304 grade material with 1.5 mm thickness, SS 304 certificate to be produced along with the supply ARMS: 304 SS recessed into the cabinet through rotating hub
9	Internals	Corrosion, abrasion and rust-free alloy of high strength
10	IP Protection	IP 44 – Indoor application
11	Power	230 VAC +/- 10% single phase
12	Frequency	50 Hz.
13	Duty Cycle	100%
14	Power Off	Automatic Arm drop down for clear passage.

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	ON Power restore	Arms should come back to its normal local position on its own and no manual intervention is required.
15	Operation	Bi-directional
16	Passage control	Passage to be controlled in one or either direction
17	Locking	Locking with Motorized mechanism and Clutch arrangement. Motor used should be only Brushless Motor DC motor with MTBF of 1 million operation.
18	Mechanism	Mechanism should comprise of BLDC Motor with necessary gear box with Clutch arrangement at the center for locking and un-locking of tripod arms with precise sensor arrangement. Reduction gear should be made from metal material and no plastic gears are allowed.
19	Drive for Tripod	Drive should comprise of BLDC or Servo Motor with necessary gear box and Encoder for precise movement of arms. Lock should be achieved with clutch arrangement mounted in lone with rotating arms. Necessary gear box should be used to drive the motor at desired speed.
20	Action lock	Positive action lock which prevents two passages at one time
21	Operation	After receipt of valid signal from access control device tripod arm should rotate slightly giving visual indication to user that tripod is ready to use. User should push tripod arms slightly so that it rotates and completes its one rotation of 120 degree (Push & Go). No IR Sensor should be used to rotate the tripod arms.
22	Integration (Input)	With any access control device like smart card Reader and / or Fingerprint Reader (biometrics-based Access Control System) Input required: Potential free contacts OR 5 Volt Pulse X 2
23	Output (Rotation Detection Switch)	After rotation of Tripod arms to new position (PFC)
24	Emergency	Automatic drop arm feature allowing clear passage
25	Temperature range	5 to 55 degree C
26	Humidity	90% non-condensing
27	Lane Indicator	Green and Red on both sides
28	Installation	Fixed to Concrete Floor by means of Anchor bolts, supplied with the Turnstile

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29	Barricade (optional at extra cost)	Wherever required turnstile to have side barricade to prevent side entry for more than one person at a time.
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### Tender Technical Specifications for Server

<b>Tower Server – 4U Form Factor</b>
<b>Processor:</b> Intel Xeon E3-1220 Processor or better
<b>Memory:</b> 16 GB DDR3
<b>Storage Hard Disk Drive:</b> 2 TB or more
<b>Hard drive Support:</b> Up to 4 HP SATA/SAS 3.5-inch drives
<b>Optical Drive:</b> DVD-RW
<b>Power Supply:</b> Dual Power Supply
350 W Non-hot plug, non-redundant power supply
<b>Raid Controller:</b> On-Board Raid Controller
<b>Operating System:</b> Windows Server 2019 or later
<b>Other Softwares:</b> MSSQL Express Edition
<b>Interfaces:</b> USB, RJ 45
<b>Accessories –</b> 32 inch LED monitor (1920x1080 Resolution), Keyboard, mouse
<b>Approved MAKE:</b> HP / DELL / IBM

### Tender Technical Specifications for Workstation

Workstation with processor Intel® i7, 3 Ghz or better
Windows 11
16 GB RAM
Memory Slots - 8 DIMM
Hard Drive Description – 2 TB & above
Wired USB optical mouse
USB keyboard
Ethernet card 10/ 100/ 1000 Mbps, TCP/IP
26" LED Display Monitor
MS office 2022 standard
Approved MAKE: HP / DELL / IBM

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### Technical Specifications for Printer

<b>Approved Make</b> - HP/ Canon or equivalent
Separate toner and drum, Laser, Color
<b>Software Compatibility</b> - Windows Compatible
<b>Type</b> - All in one/ Multifunction Printer.
INPUT Paper Tray- Min 2
Paper Media- A4 & A6
Port - USB based
Network interface Ethernet 10/ 100/ 1000
Duty cycle 3000 Pages per month or more
Input Power- 220-230 V AC, 50 HZ

### Technical Specifications for Web Camera

<u>Ser</u>	<u>Feature</u>	<u>Required Parameters</u>
1.	Type	Digital Web Camera
2.	Resolution	2 MP or better
3.	Connectivity with PC	USB 2.0 or better
4.	Mounting	Option for tripod and mounting support
5.	Lens	High Precision Glass Lens
6.	Accessories	Webcam Software, cables, etc.
7.	OS Compatibility	Windows latest version
8.	Make	Microsoft, Logitech, HP

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## **Comprehensive Annual Maintenance Contract**

The equipment used in ACS project should be under 3 years of defect liability period and additional 5 years of Comprehensive Annual Maintenance Contract. Quarterly site surveys to be conducted and should be monitored. Post site survey all related documents and reports to be submitted to the NABARD.

### **Testing and Acceptance Criteria**

Testing and acceptance criteria in this project outline the specific requirements and conditions that need to be met for the ACS to be deemed acceptable and ready for use. These criteria serve as objective measures to assess the performance, functionality, and compliance of the proposed ACS against the client's requirements.

- Functional Testing:
  1. The bidder shall verify that all equipments, hardware, software, wiring etc, are correctly connected and produce seamless operation of ACS as required by the client.
  2. The bidder shall ensure that all turnstiles, biometric equipments, controllers, software, hardware are properly installed and provide high-quality and uninterrupted services of the ACS thus meeting the client's specified standards.
  3. The bidder shall conduct tests to validate the functionality of the control system, including buttons, touch panels, remote controls, ensuring they accurately and reliably control the ACS components as per the client's expectations.
- Performance Testing:
  1. The bidder shall measure and confirm the response time of the control system, ensuring that commands are executed promptly without noticeable delay, as required by the Bank.
  2. The bidder shall test the stability and reliability of the network connectivity, validating that the ACS performs consistently under normal usage conditions meeting the Bank's specified performance benchmarks.

### **Usability Testing**

1. The bidder shall evaluate the ease of use of the ACS, ensuring that end-users can intuitively control and operate the system without extensive training, meeting the client's requirements for user-friendliness.
  2. The bidder shall test the user interfaces, ensuring that they are user-friendly, responsive, and provide clear instructions or feedback to the user, meeting the client's expectations for a positive user experience.
- Reliability and Stability Testing:
 

The bidder shall conduct long-duration tests to evaluate the ACS performance and stability over extended periods of use ensuring reliability as required by the Bank.
  - Acceptance Criteria:
    - a. All functional tests must pass without any critical issues or failures as determined by the client.

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- b. The ACS should meet or exceed the defined standards set forth by the Bank.
- c. The control system must accurately and reliably control all ACS components as per the Bank's expectations.
- d. Compatibility with existing systems or equipment must be confirmed and verified as required by the client.
- e. Usability testing should receive positive feedback from end-users, meeting the client's requirements for ease of use.
- f. The ACS system must demonstrate stability and reliability during stress testing and extended operation, meeting the client's specified standards.
- g. The bidder shall provide documented test reports to the client for review, ensuring any identified issues or non-compliance are resolved to the client's satisfaction.

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## Comprehensive Annual Maintenance Contract

Defect liability period is of three years from the date of commissioning of the project and CAMC shall be 5 years from the completion of Defect liability period. In simple words, bidder has to quote the material with 3 years DLP & should quote 05 years CAMC value in the price bid. The final BID value (L1) will be considered on the basis of total sum of Bill of Quantities, Defect Liability Period and Comprehensive AMC.

Comprehensive AMC charges will be paid on half yearly basis after service (no advance). CAMC will be comprehensive (all parts + labour) and including all taxes.

Successful bidder has to give serial Numbers of all the devices to NABARD of all the installed equipment's and these has to be certified by respective OEM. They should produce the list of the equipment which they brought from the OEM with the serial numbers & has to be signed & stamped by that OEM.

If material supplied to NABARD is from bidder's held inventory, then they have to produce the letter from OEM certifying that material is genuine along with serial number and model description.

In addition, Bidder to ensure that the date of manufacturing of the material sourced from OEM or held in inventory should not be more than **18** months old.

The contractor should have proper and adequate support mechanism in place at Mumbai to provide all necessary support under this project through their own support offices only. The contractor must also have a centralized help desk for logging all the services complaints. The firm will arrange the spare parts within stipulated time or will make standby arrangements at its cost.

The bidder has to submit on the OEM's letter head that they are authorized & trained to install & program their products or have to submit the documentary evidence like certification course completed from OEM.

DLP shall be 03 years and Comprehensive AMC shall be for 5 years. Maintaining and servicing the equipment's during the defects liability period (warranty) and thereafter under comprehensive maintenance.

The terms and condition of maintenance of services required after commissioning i.e. during warranty and CAMC period as specified, will be applicable both during warranty and CAMC. The objective of the quarterly site visits during the Defect Liability Period (DLP) is to ensure the ongoing functionality, performance, and maintenance of the ACSs installed by the successful bidder.

The visits aim to identify and rectify any defects, issues, or deficiencies in the ACSs, ensuring optimal operation and client satisfaction. Scope of Work for Quarterly Site Visits for 03 Years in Defect Liability Period (DLP) of ACS Project Tender should include the following: -

- **System Inspection and Testing**

1. Conduct a thorough inspection of the ACS installed by the successful bidder, including turnstiles,

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biometric based equipments, controllers and any other ACS equipment specified in the tender.

2. Perform functional testing to verify the proper operation of the ACS, ensuring that they meet the agreed-upon specifications and performance criteria.

3. Identify any defects, malfunctions, or non-compliance with the tender requirements and document them for rectification.

- **Defect Rectification**

1. Rectify any identified defects, malfunctions, or non-compliance issues in a timely and efficient manner.

2. Collaborate with the bidder to resolve the identified issues, ensuring that the ACS meet the required standards and performance levels.

3. Conduct necessary repairs, replacements, adjustments, or fine-tuning of the ACS equipment to eliminate any defects and restore optimal functionality.

- **Preventive Maintenance**

1. Perform preventive maintenance tasks to proactively address potential issues or wear and tear that may affect the ACS performance.

2. Clean and maintain the complete ACS ensuring their longevity and optimal performance.

3. Check and update firmware/software versions of the ACS as required, incorporating any necessary updates or patches provided by the bidder.

- **Documentation and Reporting**

1. Prepare detailed reports after each site visit, documenting the findings, actions taken, and any ongoing issues or recommendations.

2. Maintain a comprehensive record of all site visits, including dates, activities performed, and any materials or spare parts utilized.

3. Provide regular updates to the client, highlighting the progress of defect rectification, maintenance tasks completed, and overall status of the ACS.

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The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Officials instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Bank's Official shall be, if involving a variation, be confirmed in writing by the Contractor within 7 working days, and if not dissented from in writing within a further 7 days by the Bank's Official such shall be deemed to be the Bank's Official instructions within the scope of the contract.

For the purpose of entering day to day instructions by the Bank's Official, the contractor shall maintain at his own cost, a '**Site Instruction Book**' in quadruplicate in which the instructions will be entered by Bank's Official.

Instruction to the Contractor shall be generally issued through Bank's Official. However, Bank's Officials for the sake of urgency as a result of inspection may issue some instructions directly with the knowledge of the Bank's Official who should ratify the same properly.

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## Declaration By the Contractor

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

Seal and Signature of the contractor

Place:

Date:

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### **Declaration in Respect of List of Approved Makes of Materials / Trade**

1. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with ISI mark may be allowed to be used if approved by NABARD.
2. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Employer. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
4. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

### **Declaration By the Contractor**

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

**Seal and Signature of the contractor**

**Place:**

**Date:**

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## Terms and conditions Covering DLP and Comprehensive Annual Maintenance Contract

Maintenance and Services for the ACS as specified and described in relevant sections on an ongoing basis for a period of 05 years starting from date of expiry of DLP. The support is required to be provided 24 x 7 basis for the upkeep of the system.

The support expected from the contractor will be responsive to keep the downtime to minimum and the services will be available within stipulated time and at the required time of the day during the week including all holidays.

1. This work will be performed and timed so all works producing noise and smells or placing risk on systems outage will occur after hours and at weekends.

2. **Scope of Services:** Contractor will provide competent personnel, all the necessary labors, materials, equipment and tools for performing the following duties: -

- a. Provide Comprehensive Maintenance of contracted Services and manage the processes and procedures to ensure reliable, safe and effective operation of the Contracted Services installations supporting the complete ACS.
- b. Period of Preventive Maintenance. Monthly to meet on an agreed timetable with NABARD and prepare and submit monthly service performance reports to demonstrate that the ACS at the premises is being maintained as required by NABARD.
- c. To regularly review service performance reports and deal with any item that is identified as abnormal, faulty or defective and may result in disruption of NABARD business.
- d. To support and conform to NABARD change control processes and procedures.
- e. Manage all situations of escalation in a professional manner to satisfactory conclusion.
- f. Essential spare/ materials schedules to be established and stock/ condition controls maintained.
- g. Back up support staff to attend site for familiarity.
- h. Coordinate, supervise and carry out all maintenance works.
- i. Ensure that all works carried out are in accordance with "Best Practice" and safety regulations, response to alarm mechanism and emergency calls from NABARD, provide site attendance within the call-out time, and take all the necessary corrective actions to restore the service within the maximum downtime.
- j. Where the repair work has impact or risk of services interruption, escalate immediately to NABARD to schedule appropriate time for carrying out the necessary corrective actions.
- k. Provide 24-hour call Hotline for quick complaint resolution. The time frame for complaint addressal should be within 24 hours.

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- l. Furnish incident report to NABARD within 24 hours after any incidents related to the systems / personnel affected.
  - m. Ensure that all safety procedures are strictly adhered to.
  - n. Maintain and update “As Built Drawings / schematic drawings” wherever required to ensure accuracy.
  - o. Maintain the necessary insurances required under Contract.
3. Provide a key Account Manager as a single point of contact and comprehensive name list of all contractors/subcontractors.
  4. The Checklist for maintenance visit is as follows: -
    - a. Equipment ID / Location where the problem was noticed.
    - b. Nature of problem.
    - c. What action needs to be taken as temporary measure & permanent measure.
    - d. Name of the technician who has taken action, when & possible cause of problem.
    - e. Is this a first time the problem is noticed, if not, what is the frequency of the problem is.

<u>Sr. No.</u>	<u>Tasks</u>	<u>Remarks</u>
	<b>Monthly Activities</b>	
1.	Turnstile check	
2.	Biometric Readers check	
3.	Network connection check	
4.	Control system operation and connection check	
5.	Check all ACS alarms and control settings against original specification and adjust where necessary.	
6.	Provide report with actions taken including all details from the remote monitoring / Diagnostic Center and quote for all additional work considered necessary	
7.	Report as to the necessity to repair or replace items that may lead to deterioration of service	
8.	Provide report on all complaints / comments received and actions taken or proposed, along with the costs thereof	
9.	Report on items to be re-order replacements for all spare parts and consumables used	
10.	Before leaving site sign out of contractor's visitor book	
	<b>Quarterly activities</b>	

## राष्ट्रीय कृषि और ग्रामीण विकास बैंक

### National Bank for Agriculture and Rural Development

परिसर, सुरक्षा एवं अधिप्राप्ति विभाग  
प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: +91 22 2653 0035 • ई मेल: dpsp@nabard.org  
Department of Premises, Security and Procurement

Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: +91 22 2653 0035 • E-mail: dpsp@nabard.org

<u>Sr. No.</u>	<u>Tasks</u>	<u>Remarks</u>
11.	Perform normal duties as per monthly inspections	
12.	Software version update & upgrade once requested by NABARD	
13.	Control system operation and connection check	

### Form of Documentation

During the life of the project the documentation will be done as follows:

All drawings will be produced by CAD, preferably AutoCAD version 2000 or higher, or alternatively a DXF format which will automatically and accurately translate into AutoCAD version 2000 along with other AutoCAD compatible drawing and calculation applications. All written, tabular and database documentation to be produced on Windows or Windows compatible applications.

All written documentation will be produced on Microsoft Word 2003 or compatible software. Spreadsheet data will be produced on Microsoft Excel 2003 or compatible software. Scheduling / programming will be produced on Microsoft Project Professional 2002 or compatible software.

5. Sub-Contracting: It is intended that no element of this service should be sub-contracted without prior written consent of Bank. If you are proposing sub-contracting / letting or assigning any element of the service, please state your reasons in writing to the Bank and decision of the bank in this regard will be mandatory and binding on the supplier.

6. Termination: Without prejudice the Employer may terminate the ACS maintenance and Minor modification on the ACS contractors' appointment at any time on giving one month's notice in writing and may also suspend all or any of the services to be provided under contract by notice in writing.

**Period of Service Maintenance:** The period of service and maintenance will be 8 years (03 Years DLP + 05 Years CAMC) from the date of commissioning / handing over whichever is later. During this period if any component / device needs replacement then the contractor has to replace it free of cost. In case any component / device has been declared obsolete by OEM and is not available in the market, then contractor has to replace with equivalent / superior component / device. The decision regarding equivalency / superiority will be taken by NABARD.

## राष्ट्रीय कृषि और ग्रामीण विकास बैंक

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## Safety Precautions

- a) Appropriate precaution should be taken care of during the work.
  - b) The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
  - c) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
  - d) No portable single ladder shall be over 8 meters in length. The width between the side 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.
  - e) Care must be taken while unpacking. Band cutter should be used to cut all steel straps securing the package.
  - f) 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.
  - g) Workers employed on mixing and handling material shall be provided with protective footwear and rubber hand gloves.
  - h) Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
  - i) The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
  - j) All workers shall be provided with helmet, Safety Shoes and Safety belts.
  - k) All workers shall be provided kits in order to ensure the COVID-19 appropriate behavior in the premises.
- I/ We accept to abide by the above scope of work & technical specifications.

Date:

Signature of tenderer

Place:

Name, Address &amp; Seal

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**

**National Bank for Agriculture and Rural Development**

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### Information to be furnished by the bidder

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branch in Mumbai	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/ Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. Mention the registration Number and year of registration. Attach a copy.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the 03 contracts having individual value of Rs. 63 Lacs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Statement I)
7	Important major contracts (value of the contracts having individual value of Rs. 1.25 crore and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement II)
8	Turnover of the firm during last 3 years (ending 31.03.2023).  Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	
11	MSME certificate (Specific to ACS and allied equipments) incase availing EMD exemption	

## राष्ट्रीय कृषि और ग्रामीण विकास बैंक

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Signature of the applicant with full address and office seal

**Note: Statements I & II are enclosed.**

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**

**National Bank for Agriculture and Rural Development**

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**Department of Premises, Security and Procurement**

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**STATEMENT - I****List of Important Contracts Executed by the Contractor \***

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Sr. No.	Name of the Work including name of the building & location.	Nature of work involved in the contract.	Name of the owner and indicate whether it is a State Govt./ Govt. of India undertaking with full address and telephone numbers. ***	Completion Period		Value of the work ** (₹ in lakh)	
				Stipulated	Actual		
1	2	3	4	5	6	7	

\* Use separate /additional sheets as per the requirement

\*\* Mention the assignments where value of works costing ₹ 60 lakhs and above only.

\*\*\* Attach client's certificates, Copy of work order, Scope of work etc.

Signature of the applicant with full address and office seal

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**

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**STATEMENT - II****List of important contracts ON HAND being executed by the contractor\***

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the Contract.	Name of owner and indicate whether it is a State Govt./ Semi- Govt./ Govt. of India Undertaking with full address and telephone numbers. ***	Stipulated date of completion	Expected date of completion	Present stage of work with reasons if the work is getting delayed	Value of the work ** (₹ in lakh)
1	2	3	4	5	6	7	8

\* Use separate /additional sheets as per the requirement

\*\* Mention the assignments where value of works costing ₹ 60 lakhs and above only.

\*\*\* Attach client's certificates

Signature of the applicant with full address and office seal

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**

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**ARTICLES OF AGREEMENT**

(On a ₹ 200/- Non- Judicial stamp paper)

ARTICLES OF AGREEMENT made on this ..... day of ..... (month) ..... between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and M/s ..... (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at ....., Mumbai ..... of the other part.

WHEREAS the Employer is desirous of getting executed the work of “.....” and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Price Bid have been signed by or on behalf of the parties hereto.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the *technical & Price Bids and Conditions of Contract* (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.

5. This contract is an item rate contract for carrying out the work of “Supply, Installation, testing and Commissioning of Access Control System at NABARD Head Office, B.K.C, Mumbai-400051” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.

6. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.

7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at it’s sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.

8. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.

9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within **03 Months** as prescribed in the tender, which shall be reckoned from 10<sup>th</sup> day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.

11. That all parts of this contract have been read and fully understood by the tenderer.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written.

Signature Clause

SIGNED AND DELIVERED by the  
National Bank for Agriculture and  
Rural Development by the hand of  
Shri \_\_\_\_\_

(Name & Designation)

Seal & Signature of the Contractor

In the presence of:

Witness #1

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_

Witness #2

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED by the Bidder

\_\_\_\_\_

(Name, Signature & Designation)

Witness #1

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_

Witness #2

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_

Seal & Signature of the Contractor

**INDEMNITY BOND**

Know all men by these presents that I, Shri.....of M/s ..... do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and M/s ..... having their registered office at ....., Mumbai – ..... on this ..... day of ..... 2024.

Whereas NABARD have appointed M/s ..... as the Contractor for their proposed work relating to ".....".

THIS DEED WITNESSETH AS FOLLOWS: -

I/ We, on behalf of M/s ..... hereby do indemnify to keep NABARD and its Employees harmless against and from

any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any of our sub-contractor/s if any, servants or agents.

any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/ or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/ or arising out of and in the course of employment of any workmen/employee.

any act or omission of mine/ ours of sub-contractor/s if any, our/ their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s ..... has set their hands on this .....day of .....

SIGNED AND DELIVERED BY THE AFORESAID M/s ..... through their authorized representative (Shri .....).

Signature

IN THE PRESENCE OF WITNESSES:

1. Name & Signature:

2. Name & Signature:

Seal & Signature of the Contractor

**FORMAT OF VIRTUAL COMPLETION CERTIFICATE**

Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Signature of the Contractor

Place :

Date :

Name :

Address:

Seal :

Seal & Signature of the Contractor

## संविदा पूर्व सत्यनिष्ठा करार

### PRE-CONTRACT INTEGRITY PACT

(रु200 ./- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए

to be submitted On Rs. 200/- Non-judicial stamp paper)

सामान्य General बोली पूर्व संविदा पूर्व यह करार) इसके बाद यहाँ इसे सत्यनिष्ठा करार कहा गया है (दिनांक \_\_\_\_\_ को एक पक्षकार राष्ट्रीय कृषि और ग्रामीण विकास बैंक) नाबार्ड (के प्रतिनिधि श्री \_\_\_\_\_, मुमप्र, डीपीएसपी, नाबार्ड, प्रका, मुंबई, (इसके बाद यहाँ इसे "नियोक्ता" कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके कार्यालय के उत्तराधिकारी और समनुदेशिती शामिल होंगे (और दूसरे पक्षकार मैसर्स \_\_\_\_\_ के प्रतिनिधि श्री \_\_\_\_\_, जिन्हें बाद में यहाँ "निविदाकार" कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके उत्तराधिकारी और अनुमत समनुदेशिती शामिल होंगे (के बीच निष्पादित किया गया है .

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri \_\_\_\_\_, CGM, NABARD, DPSP, NABARD, HO , Mumbai hereinafter called the "Employer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called "Tenderer" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

जबकि नियोक्ता "नियोक्तानाबार्ड प्रधान कार्यालय में \_\_\_\_\_" का कार्य कराने का प्रस्ताव करता है और निविदाकार इस कार्य के लिए कोटेशन देने हेतु इच्छुक है / और है किया प्रस्तुत कोटेशन

WHEREAS the Employer proposes to carry out the work of " \_\_\_\_\_ " and the Tenderer is willing to offer/ has offered the quotes and

जबकि निविदाकार संबन्धित नियमों के अंतर्गत गठित एक निजी कंपनी /उपक्रम सार्वजनिक / अधिनियम नाबार्ड नियोक्ता और है एजेंसी निर्यात पंजीकृत /साझेदार, स्थापित तहत के 1981 24-सी .नं प्लॉट कार्यालय प्रधान जिसका है निकाय कॉरपोरेट, ब्लॉक 'जी', बांद्राकॉम्प्लेक्स कुर्ला-, बांद्रा(पूर्व) , मुंबई में स्थित है .

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Employer is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai.

अतः अब NOW, THEREFORE,

किसी भी प्रकार के भ्रष्टाचार से बचने के लिए संविदा के आरंभ से पूर्व, उसके दौरान या बाद में एक निष्पक्ष, पारदर्शी और किसी प्रभाव एक हेतु करने अनुसरण का प्रणाली कार्यव्यवहार रहित पूर्वाग्रह/ - है जाना किया निष्पादित करार

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

उच्च लागत से बचने और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए निर्दिष्ट प्रक्रियाओं के माध्यम से प्रतिस्पर्धी कीमतों पर वांछित विनिर्दिष्ट सामग्री करने प्राप्त उपकरण / और बनाने सक्षम को नियोक्ता लिए के

Enabling the Employer to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

निविदाकारों को यह आश्वासन देते हुए कि उनके प्रतिस्पर्धी भी रिश्वत या किसी भ्रष्ट आचरण का प्रदर्शन नहीं करेंगे और उन्हें संविदा हासिल कराने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण से रोकने के लिए सक्षम करना और नियोक्ता पारदर्शी प्रक्रियाओं का पालन करते हुए अपने पदाधिकारियों द्वारा किसी भी रूप में भ्रष्टाचार को रोकने के लिए प्रतिबद्ध होंगे .

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

संबन्धित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन कराते हैं और निम्नानुसार सहमत हैं :

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

नियोक्ता की प्रतिबद्धता Commitments of the Employer

भी कोई का नियोक्ता जुड़ा से रूप अप्रत्यक्ष या प्रत्यक्ष साथ के संविदा कि है देता वचन यह नियोक्ता प्रक्रिया बोली संबन्धित से संविदा इस पदाधिकारी, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में निविदाकर्ता से सीधे स्वयं अपने लिए या इस संविदा से जुड़े किसी व्यक्ति, संगठन या तृतीय पक्षकार के लिए प्रत्यक्ष रूप से या किसी मध्यस्थ के

Seal & Signature of the Contractor



माध्यम से कोई रिश्वतप्रतिफल,, उपहार, पुरस्कार यअन् अथवा भौतिक यअन् कोई या पक्षपात , करेगा नहीं मांग कोई की लाभ के प्रकार किसी

The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage form the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

दौरान के चरण कॉन्ट्रैक्ट-प्री नियोक्ता सभी निविदाकर्ताओं के साथ समान व्यवहार करेगा और सभी निविदाकर्ताओं को समान जानकारी प्रदान करेगा और ऐसी कोई भी जानकारी किसी विशेष निविदाकर्ता को प्रदान नहीं करेगा जो अन्य निविदाकर्ताओं की तुलना में उस विशेष निविदाकर्ता को लाभ प्रदान करते हों .

The Employer will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER, which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

कार्यालय सरकारी समुचित पदाधिकारी सभी के नियोक्ता 1.3र्युक्त प्रतिबद्धताओं के किसी उल्लंघन प्रयास या पूर्ण उल्लंघन और इस तरह के उल्लंघन के पर्याप्त संदेह के बारे में रिपोर्ट करेंगे .

All the officials of the EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

यदि निविदाकर्ता किसी पदाधिकारी और पूर्ण में बारे के दुराचार पूर्ववर्ती किसी के (पदाधिकारियों) / में दृष्टि प्रथम यदि और है करता रिपोर्ट को नियोक्ता साथ के तथ्यों योग्य सत्यापननियोक्ता द्वारा इसे सही पाया जाता है तो नियोक्ता द्वारा इस संबंध में आवश्यक अनुशासनात्मक कार्यवाही या अन्य आपराधिक कार्यवाही सहित कोई अन्य समुचित कार्रवाई शुरू की जा सकती है और ऐसे व्यक्ति को संविदा प्रक्रिया से अलग कर दिया जाएगा ममामले ऐसे ., नियोक्ता द्वारा जारी जांच के दौरान संविदा के तहत चल रही कार्यवाही पर रोक नहीं लगाई जाएगी .

In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the EMPLOYER with full and verifiable facts and the same is prima facie found to the correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry in being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

निविदाकर्ता की प्रतिबद्धता Commitments of TENDERERS

निविदाकर्ता यह वचन देता है कि अपनी बोली के किसी भी चरण के दौरान या संविदा पूर्व या संविदा पश्चात् इस संविदा को हासिल करने या इसे हासिल करने के प्रयास में भ्रष्ट प्रथाओं, अनुचित साधनों और अवैध गतिविधियों को रोकने के लिए प्रतिबद्ध रहेगा और इस संबंध में विशेष रूप से निम्नलिखित के लिए प्रतिबद्ध है- :

The TENDERER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

निविदाकर्ता, संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता के किसी पदाधिकारी को इस संविदा से संबन्धित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में किसी व्यक्ति को सीधे या इस संविदा से जुड़े किसी संगठन या किसी तृतीय पक्षकार या किसी मध्यस्थ के माध्यम से कोई रिश्वत, उपहार, प्रतिफल, भौतिक कोई, कारपुरस्, लाभ के प्रकार किसी यअन्, कमीशन, शुल्क, ब्रोकरेज या कोई अन्य प्रलोभन नहीं देगा .

The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

निविदाकर्ता यह भी वचन देता है उसने इस संविदा को हासिल या कार्यान्वित करने या नियोक्ता के किसी पदाधिकारी को किसी संविदा को हासिल करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, पक्षपात के प्रकार अन्य या हित के प्रकार यअन् अथवा भौतिक किसी, लाभ, कमीशन, शुल्क, ब्रोकरेज या प्रलोभन नहीं दिया है किसी साथ के बैंक या करार इस अथवा, कार्य का अपनाने रवैया अपक्षपातपूर्ण या पक्षपातपूर्ण प्रति के व्यक्ति किसी में संबंध के संविदा यअन् है किया नहीं वादा का करने या है किया नहीं

The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी प्रिंसिपल्स या सहयोगियों का खुलासा करेंगे .

TENDERERS shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principles or associates.



द्वारा उनके को मध्यस्थ अन्य किसी या ब्रोकरों / एजेंटों में संबंध के संविदा / बोली इस निविदाकर्ता देंगे जानकारी की भुगतान वाले जाने किए

TENDERERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

लिए के स्टोर रक्षा वह कि है करता घोषणा से नियोक्ता और है करता पुष्टि की आगे निविदाकर्ता 3.5 प्रायो सरकार अधिकृत / इंटीग्रेटर / निर्माता मूलजित निर्यात निकाय है और उसने इस संविदा को निविदाकर्ता को देने हेतु किसी भी व्यक्ति या फर्म या कंपनी के साथ इस संविदा के लिए आधिकारिक या अनौपचारिक रूप से मध्यस्थता नहीं की है और न ही इस प्रकार के किसी मध्यस्थता, सुविधा या अनुशंसा के लिए ऐसे किसी व्यक्ति , फर्म या कंपनी को कोई राशि दी गई है, देने का वादा किया गया है या देने की योजना है .

The TENDERER further confirms and declares to the EMPLOYER that the TENDERER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

मोलभाव पूर्व संविदा या समय करते प्रस्तुत बोली तो या निविदाकर्ता 3.6के दौरान या संविदा पर हस्ताक्षर करने से पहले, इस संविदा के लिए नियोक्ता के किसी पदाधिकारी या उनके किसी पारिवारिक सदस्य, एजेंट्स, ब्रोकर्स या किसी अन्य मध्यस्थ को किए गए किसी भुगतान या किए जाने वाले भुगतान की जानकारी के साथ जाने दी में एवज के भुगतान इस साथ-ाले सेवा का ब्यौरा देगा .

The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

निविदाकर्ता इस संविदा में रुचि रखने वाली अन्य पार्टियों से सांठ-गांठ नहीं करेंगे जिससे निविदा प्रक्रिया की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति, निविदा मूल्यांकन, संविदा करना और उसके कार्यान्वयन को नुकसान हो.

The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

निविदाकर्ता किसी भी प्रकार के भ्रष्ट आचरण, अनुचित तरीकों और अवैध गतिविधियों के बदले में कोई भी लाभ प्राप्त नहीं करेगा.

The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

निविदाकर्ता नियोक्ता द्वारा व्यावसायिक संबंध के हिस्से के रूप में किसी भी इलेक्ट्रॉनिक डेटा कैरियर में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों के संबंध में दी गई किसी भी जानकारी का प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए अनुचित उपयोग नहीं करेगा अथवा किसी और को नहीं देगा .निविदाकर्ता ऐसी किसी भी प्रकार की जानकारी प्रकट न हों इस हेतु पर्याप्त सावधानी बरतने का वचन भी देता है.

The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के बिना सीधे या किसी अन्य प्रकार से कोई भी शिकायत नहीं करने के लिए प्रतिबद्ध है .

The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

निविदाकर्ता ऊपर दर्शाए गए किसी भी कार्य को करने अथवा करवाने के लिए किसी भी तीसरे व्यक्ति को नहीं उकसाएगा.

The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

यदि निविदाकर्ता अथवा निविदाकर्ता का कोई भी कर्मचारी अथवा निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति नियोक्ता के किसी भी अधिकारी का प्रत्यक्ष अथवा अप्रत्यक्ष रूप से रिश्तेदार है, अथवा विकल्पतः यदि नियोक्ता के किसी अधिकारी को किसी रिश्तेदार का निविदाकर्ता की फ़र्म में वित्तीय हित / हिस्सेदारी हो, तो निविदा भरते समय निविदाकर्ता को इसका उल्लेख करना होगा.

If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER either directly or indirectly is a relative of any of the officers of the EMPLOYER, or alternatively if any relative of an officer of the EMPLOYER has financial interest/ stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of tender.

इस प्रयोजन के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 में परिभाषित किए गए अनुसार होगा.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

Seal & Signature of the Contractor

निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा अथवा किसी भी प्रकार की आर्थिक लेन-देन में शामिल नहीं होगा.

The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

पिछला उल्लंघन Previous Transgression

निविदाकर्ता इस बात की घोषणा करता है कि इस सत्यनिष्ठा करार पर हस्ताक्षर करने से पहले पिछले तीन वर्षों में इसके अंतर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ अथवा भारत में किसी सरकारी विभाग के साथ ऐसा कोई भी उल्लंघन नहीं हुआ जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सके.

The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify TENDERER's exclusion from the tender process.

निविदाकर्ता इस बात से सहमत है कि यदि वह इस विषय पर गलत बयान करता है तो, निविदाकर्ता को निविदा प्रक्रिया या संविदा के अयोग्य ठहराया जा सकता है, यदि पहले से ही संविदा दिया जा चुका हो तो, उसे इस कारण से समाप्त किया जा सकता है.

The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

ब्याना राशि) प्रतिभूति जमाराशि) Earnest Money (Security Deposit)

वाणिज्यिक निविदा की प्रस्तुति के समय, निविदाकर्ता नाबार्ड के पक्ष में ऑनलाइन के माध्यम से ब्याना राशि / प्रतिभूति जमाराशि के रूप में रु. \_\_\_\_\_ नियोक्ता के पास जमा करेगा.

While submitting commercial bid, the TENDERER shall deposit an amount of Rs. \_\_\_\_\_ as Earnest Money/ Security Deposit, with the EMPLOYER through online in favour of NABARD

अग्रिम धन / प्रतिभूति जमाराशि एक वर्ष की अवधि के लिए अथवा निविदाकर्ता और नियोक्ता को सम्पूर्ण संतुष्टि हो इस तरह से संविदात्मक दायित्वों के पूर्ण होने पर, जिसमें दोष दायित्व अवधि शामिल है, इनमें से जो भी बाद में हो तक वैद्य होगी.

The Earnest Money/ Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

5.3 सफल निविदाकर्ता के मामले में क्रय संविदा में परफॉर्मंस बांड से संबंधित आलेख में एक खंड भी शामिल किया जाएगा कि नियोक्ता द्वारा परफॉर्मंस बांड की जब्ती के लिए नियोक्ता द्वारा लिए गए

निर्णय के मामले में परफॉर्मंस बांड की जब्ती के लिए उल्लंघन के लिए प्रतिबंध के प्रावधान, इस संधि के उल्लंघन के लिए प्रतिबंध हेतु कोई कारण बताए बिना, लागू होंगे.

In case of the successful TENDERER a clause would also be incorporated in the Article retaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 नियोक्ता द्वारा निविदाकर्ता को अग्रिम धन /प्रतिभूति जमाराशि पर इसके चलन के दौरान कोई भी ब्याज देय नहीं होगा.

No interest shall be payable by the EMPLOYER to the TENDERER on Earnest Money/ Security Deposit for the period of its currency.

## 6. उल्लंघन के लिए प्रतिबंध Sanctions for Violations

6.1 निविदाकार अथवा उनके द्वारा नियुक्त किसी व्यक्ति अथवा उनकी ओर से कार्य कर रहे व्यक्ति द्वारा) निविदाकर्ता की जानकारी में हो या न हो (उक्त प्रावधानों में से किसी का भी उल्लंघन होने पर नियोक्ता, जहां कहीं आवश्यक हो, निम्नलिखित में से कोई एक अथवा सभी कार्रवाई कर सकता है.

Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required: -

निविदाकर्ता को बिना कोई कारण बताए या उनकी कोई क्षतिपूर्ति किए बिना निविदा-पूर्व चर्चा तत्काल रद्द कर सकता है .तथापि अन्य निविदाकर्ताओं के साथ निविदा प्रक्रिया जारी रहेगी.

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

नियोक्ता के निर्णय के अनुसार पूर्ण या आंशिक रूप से अग्रिम धन जमाराशि)निविदा पूर्व स्तर पर/(प्रतिभूति जमाराशि जब्त की जाएगी और नियोक्ता को इसके लिए कोई कारण देना नहीं होगा.

The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

यदि संविदा का निष्पादन किया गया हो तो निविदाकर्ता को किसी क्षतिपूर्ति के बिना तत्काल संविदा समाप्त की जाएगी .

To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.

भारतीय निविदाकार होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से %2 अधिक की वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर %2 एलआईबीओआर की वसूली की

जाएगी .यदि किसी अन्य कार्य के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है तो ब्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी .

To recover all sums already paid by the EMPLOYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERER from the EMPLOYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

नियोक्ता द्वारा पहले किए गए भुगतान और ब्याज की वसूली के लिए निविदाकर्ता द्वारा दी गई अग्रिम बैंक गारंटी और निष्पादन बांड / वारंटी बांड का नकदीकरण किया जाएगा .

To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.

निविदाकर्ता के साथ सभी या कोई और ठेका रद्द किया जाएगा .निविदाकर्ता को इस प्रकार के रद्द/उत्सादन के परिणामस्वरूप नियोक्ता को हुए किसी नुकसान या हानि की क्षतिपूर्ति करनी होगी और नियोक्ता, निविदाकर्ता को देय राशि से यह राशि वसूली का हकदार होगा .

To cancel all or any other contracts with TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the EMPLOYER resulting from such cancellation/ rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

निविदाकर्ता को भारत सरकार की निविदा प्रक्रिया में भाग लेने पर न्यूनतम 5 वर्ष की अवधि के लिए प्रतिबंध लगा सकता है .नियोक्ता अपने विवेकाधिकार से इस अवधि को आगे बढ़ा सकता है.

To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

इस ठेके को प्राप्त करने के लिए इस करार का उल्लंघन करते हुए निविदाकर्ता)ओं (द्वारा किसी बिचौलिये या एजेंट या मध्यस्थ को किए गए सभी भुगतान की वसूली की जाएगी .

To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

किसी संविदा के संबंध में नियोक्ता और निविदाकर्ता द्वारा हस्ताक्षरित अप्रतिसंहरणीय ऋण पत्रों के मामले में ऐसे ऋण पत्र खोले नहीं जाएंगे.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the TENDERER, the same shall not be opened.

इस करार के उल्लंघन के लिए दंड के रूप में नियोक्ता द्वारा परफार्मेंस बांड जब्त करने के निर्णय की स्थिति में बिना कोई कारण बताए इसे जब्त किया जाएगा .

Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

नियोक्ता को निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से) निविदाकर्ता की जानकारी से अथवा जानकारी के बिना (कार्यरत किसी के द्वारा इस संबंध में भारतीय दंड विधान, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैरा)6.1 i) से) x) तक में उल्लिखित सभी या कोई कार्रवाई करने का अधिकार होगा .

The EMPLOYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

निविदाकर्ता द्वारा इस करार के प्रावधानों के उल्लंघन के संबंध में नियोक्ता का निर्णय अंतिम और निविदाकर्ता के लिए बाध्यकारी होगा .तथापि ,निविदाकर्ता इस करार के प्रयोजनों के लिए नियुक्त स्वतंत्र अनुप्रवर्तक) कों (को अभ्यावेदन दे सकते हैं .

The decision of the EMPLOYER to the effect that a breach of the provisions of the Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### उल्लंघन शर्त Fall Clause

निविदाकर्ता वचन देते हैं कि उन्होंने भारत सरकार के किसी मंत्रालय /विभाग अथवा सार्वजनिक उपक्रम को वर्तमान निविदा में उल्लिखित इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली को इस प्रस्ताव में दिए गए दर से कम में आपूर्ति नहीं की है /नहीं की जा रही है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय /विभाग या किसी सार्वजनिक उपक्रम को कम दाम पर इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली की आपूर्ति की है तो उचित समयावधि बीत जाने के बाद वर्तमान मामले में निविदाकर्ता नियोक्ता को ,निविदा पहले ही समाप्त हुई हो तो ,लागत के अंतर की पूर्ति करेंगे

The TENDERER undertakes that it has not supplied/s not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and it is found at any stage that similar product/ systems or sub systems was supplied by the TENDERER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the EMPLOYER, if the contract has already been concluded.

#### स्वतंत्र अनुप्रवर्तक Independent Monitors

इस करार के लिए नियोक्ता ने केन्द्रीय सतर्कता आयोग की सलाह से श्री \_\_\_\_\_सरकार को स्वतंत्र अनुप्रवर्तक) आगे से यहाँ अनुप्रवर्तक कहा जाएगा नियुक्त किया है .



The EMPLOYER has appointed Independent Monitor Shri \_\_\_\_\_ (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

अनुप्रवर्तक स्वतंत्र और निष्पक्ष रूप से इस करार के अधीन पार्टियों द्वारा दायित्व के अनुपालन की समीक्षा करेंगे.

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 अनुप्रवर्तक पक्षकारों के प्रतिनिधियों के अनुदेशों के अधीन नहीं होंगे और वे निष्पक्ष और स्वतंत्र रूप से अपना कार्य करेंगे .

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 दोनों पक्षकार इस बात से सहमत हैं कि अनुप्रवर्तक को इस परियोजना /अधिप्राप्ति संबंधी बैठकों के कार्यवृत्त सहित सभी दस्तावेजों को देखने का अधिकार होगा .

Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 इस करार का उल्लंघन पाए जाने अथवा किसी कारणवश उन्हें इस करार का उल्लंघन प्रतीत होने पर अनुप्रवर्तक नियोक्ता द्वारा नामित प्राधिकारी को इस बात की सूचना देंगे .

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER.

निविदाकर्ता इस बात से सहमत है कि अनुप्रवर्तक को निविदाकर्ता द्वारा उपलब्ध कराए गए दस्तावेजों सहित ,नियोक्ता के सभी परियोजना दस्तावेजों को बेरोकटोक देखने का अधिकार होगा . निविदाकर्ता अनुप्रवर्तक के अनुरोध और वैध हित दर्शाने पर उन्हें परियोजना के दस्तावेजों को बेरोकटोक और बिना किसी शर्त के देखने की अनुमति भी देंगे .यह उप-निविदाकारों पर भी लागू होगा . अनुप्रवर्तक इस निविदा के दायित्वों के अधीन निविदाकर्ता /उप-निविदाकर्ता) ओं (की जानकारी और दस्तावेजों की गोपनीयता बनाए रखेंगे

The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

नियोक्ता परियोजना से संबंधित पक्षकारों के बीच सभी बैठकों की जानकारी अनुप्रवर्तक को उपलब्ध कराएंगे बशर्ते पक्षकारों के बीच इस प्रकार की बैठकें निविदा संबंधों को प्रभावित करती हो .पक्षकार अनुप्रवर्तक को इस प्रकार की बैठकों में भाग लेने का विकल्प देंगी .

The EMPLOYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

Seal & Signature of the Contractor

अनुप्रवर्तक नियोक्ता /निविदाकर्ता से सूचना प्राप्त होने के बाद 8 से 10 सप्ताह के बीच नियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और आवश्यक हो तो समस्यात्मक स्थितियों में सुधार के लिए प्रस्ताव देंगे .

The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ TENDERER and should the occasion arise submit proposals for correcting problematic situations.

#### जांच की सुविधा Facilitation of Investigation

इस करार के किसी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी आरोप के मामले में नियोक्ता या उनकी एजेंसियों को निविदाकर्ता के बही खातों सहित सभी दस्तावेजों की जांच का अधिकार होगा और निविदाकर्ता आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएंगे तथा इस प्रकार की जांच में हर संभव सहायता देंगे .

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### विधि और अधिकार क्षेत्र Law and Place of Jurisdiction

यह करार भारतीय न्याय व्यवस्था के अधीन होगा .कार्य स्थान और अधिकार क्षेत्र नियोक्ता स्थल होगा .

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EMPLOYER.

#### अन्य कानूनी कार्रवाई Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्रवाई किसी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होंगी जोकि किसी सिविल या आपराधिक कार्यवाही संबंधी वर्तमान में लागू कानूनों के प्रावधानों के अनुरूप होगी .

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### वैधता Validity

यह सत्यनिष्ठा करार हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियोक्ता और निविदाकर्ता /विक्रेता की संतुष्टि से निविदा के पूर्ण निष्पादन तक ,जो भी बाद में हो , वैध होगी .यदि निविदाकर्ता कार्यनिष्पादन करने में असफल होता है तो निविदा पर हस्ताक्षर करने के छह महीने बाद यह सत्यनिष्ठा करार समाप्त हो जाएगा .

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the TENDERER/ Seller, including warranty period, whichever is later in case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

इस करार का एक या कई प्रावधान अवैध हो जाने पर शेष करार वैध रहेगा .ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे .

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां को निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on - \_\_\_\_\_.

नियोक्ता EMPLOYER

निविदाकर्ता TENDERER

अधिकारी का नाम Name of the Officer      मुख्य कार्यकारी अधिकारी Chief Executive Officer

पदनाम Designation

नाबार्ड NABARD

साक्ष्य Witness

साक्ष्य Witness

\_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\* विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों की भागीदारी के संबंध में नियोक्ता की नीति के अनुसार इन शर्तों के प्रावधानों में संशोधन /हटाने की आवश्यकता होगी .

Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign suppliers.

## Proforma of Bank Guarantee in lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

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

Date: \_\_\_\_\_

To,  
The Chief General Manager,  
Department of Premises, Security and Procurement  
National Bank for Agriculture and Rural Development  
Head Office, Mumbai – 400051

THIS DEED OF GUARANTEE executed at ..... on this .....day of 2024 by the Bank, a banking company constituted under ..... Act, having its Head Office at ..... (hereinafter referred to as 'the Surety', which expression shall unless repugnant to the context or meaning include its successors and assigns)

IN FAVOUR OF THE NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, G- Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (hereinafter referred as to "NABARD", which expression shall, unless repugnant to the context or meaning include its successors and assigns).

Whereas

1. NABARD desires to execute the said works,..... and accordingly invited tenders for the purpose on various trades in that behalf.

2. NABARD proposed to ..... in the said project and accordingly invited tender dated ----- for the purpose on various terms and conditions as stipulated therein.

3. It is one of the terms and conditions of the said request for quote/ tender that the contractor will have to deposit a sum equivalent of -----/- (Rupees \_\_\_\_\_ Only) as and by way of Earnest Money Deposit ( EMD) which is payable by the Contractor in RTGS/ NEFT.

4. M/s. ----- having its Head Office/ registered office at ----- - (hereinafter referred to as "our said constituents" which expression shall, unless repugnant to the context or meaning, include its successors and assigns) intend to submit their quotations for this said work.

5. At the request of our said constituents, NABARD has agreed not to insist for Earnest Money Deposit payable by NEFT/ RTGS and accept a guarantee, from the Surety in lieu thereof as hereinafter contained.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESS

That in consideration of NABARD at our request, agreeing not to insist upon the Earnest Money Deposit in DD and accepting this guarantee in lieu thereof, we the Bank, hereby unconditionally and irrevocably guarantee unto NABARD that our said constituents will

Seal & Signature of the Contractor

perform all their duties and functions and discharge all their obligations under various terms and conditions of the said "Request for tender" conditions to the full satisfaction of NABARD failing which the surety shall on demand by NABARD, Head Office, Mumbai the sum of \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

The surety hereby further covenants that

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or defaults in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default or defaults on the part of the contractor.
  
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
  
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said Contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
  
4. Should it be necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of M/s \_\_\_\_\_ till such time as may be mutually decided by you and M/s \_\_\_\_\_.
  
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder

Seal & Signature of the Contractor

provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as aforesaid.

**6.** This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the.

**7.** In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

**8.** Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

**9.** Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

**10.** This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

**11.** This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

**12.** Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety.

**13.** This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

**14.** We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

**15.** Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all

Seal & Signature of the Contractor

liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

**16.** We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above-named Bank)

For & on behalf of

Bank Address \_\_\_\_\_

(Banker's Name & Seal)

## Proforma of Bank Guarantee in lieu of 5% of Retention Money DEPOSIT

(To be stamped as a Security Bond - To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No: \_\_\_\_\_

Date: \_\_\_\_\_

To,  
The Chief General Manager,  
Department of Premises, Security and Procurement  
National Bank for Agriculture and Rural Development  
Head Office, Mumbai – 400051

Dear Sir

**Subject - TENDER for Supply, Installation, Testing and Commissioning of Access Control System at NABARD Head Office**

WHEREAS

1. You have awarded a contract dated ----- for ..... to our constituents M/s. ----- -- having Its Head Office at ----- hereinafter referred to as "the Contractor which expression shall Include its successors and assigns planners for the time being and from time to time) on the terms and conditions mentioned in the contract.

2. One of the terms of the Agreement is that NABARD shall be entitled to deduct and keep in deposit with them a sum equivalent to 5 % of the Running Bills submitted or to be submitted by the Contractors in connection with the said construction work subject to a maximum of Rs. ----- (Rupees----- only) in the manner provided in the said Agreement. It is further provided that NABARD may, inter-alia, at its discretion agree to hold the said deposit partly in cash by deduction as aforesaid and partly by a Bank Guarantee;

3. The Contractors have requested NABARD and NABARD has agreed to deduct from the Running Bills submitted by the Contractors only up to a sum of Rs. ----- --- (Rupees -----only) in the form of a Bank Guarantee instead of deducting the said amount from the Running Bills as aforesaid;

4. The Contractors who are our constituents have since requested us to furnish the said Guarantee to NABARD in respect of the said sum of Rs..... (Rupees -----only)

NOW, THEREFORE, THIS LETTER OF GUARANTEE WITNESS THAT –

1. In consideration of the National Bank for Agriculture and Rural Development having agreed at our request not to deduct from the Running Bills submitted or to be submitted by the Contractors further sums towards the Retention Money Deposit in terms of the said Agreement dated in excess of Rs. ----- (Rupees -----

Seal & Signature of the Contractor



-----only) and also to accept this Guarantee in lieu of the remaining sum or sums of Rs. -----(Rupees -----only) to be deducted from the Running Bills submitted or to be submitted by the Contractors towards the Retention Money Deposit. We, the bank, hereby unconditionally and irrevocably guarantee unto the National Bank for Agriculture and Rural Development (hereinafter referred to as "NABARD", which expression shall include its successors and assigns) that in the event of NABARD coming to the conclusion that the Contractors have not performed their obligations under the said Agreement or have committed a breach thereof in particular failed to rectify the defect in the construction/workmanship brought to their notice in terms of the said Agreement which conclusion shall be final and binding on us, WE shall on demand and without demur pay to NABARD the sum of Rs. -----(Rupees -----) only) or any lower amount that may be demanded by NABARD and our this guarantee shall be treated as equal to the Retention Money Deposit kept with NABARD for the due performance of the aforesaid obligations of the Contractors under the said Agreement.

2. We, the bank, also agree and confirm that the sum not exceeding Rs.---- (Rupees -----only) as indicated in the written demand issued by NABARD shall be final and binding on us and we shall not ask for any further proof or evidence and we shall not question the same either inside or outside in any Court, Tribunal or Arbitration, etc.; and that we will make the payment pursuant to the demand notice issued by NABARD without reference to the Contractors and notwithstanding any dispute or difference that may exist or arise between NABARD and the Contractors or any other person; and that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD ;

3. We hereby further agree that -

a. Any neglect or forbearance, act or omission on the part of NABARD in enforcing any of this conditions of the contract or granting of any time or the showing of any indulgence by NABARD to the Contractors in respect of the completion of the building or any other matter in connection therewith or any variation in the terms of the said contract made by mutual agreement between NABARD and the Contractors or any other act or deed on the pan of NABARD, which, but for this Clause, may have the effect of discharging the guarantor under the Law of Sureties, shall not discharge us in any way and our obligation under this guarantee shall be discharged only by payment in full of the sums guaranteed hereunder ;

b. It shall not be necessary for NABARD to exhaust its remedies against the Contractors before invoking this guarantee and the guarantee herein contained shall be forceable notwithstanding that any other security, which the National Bank may have obtained or may obtain from the Contractors, is outstanding and unrealised;

c. Our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of the Contractors in entering into the said contract or by the dissolution or change in the constitution or name of the Contractors ;

d. our liability under this guarantee shall not exceed the sum of Rs. ----- (Rupees -----only) mentioned above ;

4. This guarantee shall remain in force upto provided that if so desired by NABARD, this guarantee shall be renewed by us for a further period as may be indicated by NABARD on the same terms and conditions as contained herein but at the cost of the Contractors, failing which the amount guaranteed hereunder shall become payable to NABARD on demand.

5. Our liability under this guarantee will terminate on the aforesaid date, unless renewed as provide hereinabove, or on the day when the Contractors comply with the obligations under the said Agreement, in particular that relating to the rectification of defects in the construction or workmanship during the period of defects liability as provided in the with Agreement (as to which a certification In writing by NABARD alone shall be conclusive proof), whichever date Is earlier. Unless a claim or suit or action Is filed against us within 6 months from the date aforesaid or the extended period of this guarantee, all the rights of NABARD against us under this guarantee shall stand forfeited and we shall be released and discharged from all our obligation and liabilities hereunder.

Yours faithfully,

N.B : This guarantee will require stamp duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of  
(Banker's Name & Seal)

Branch Manager  
(Banker's Seal)

Bank Address \_\_\_\_\_

**Proforma of EMD credit details**

**TENDER for Supply, Installation, Testing and Commissioning of Access Control System of NABARD Head Office**  
**(EMD details to be filled by bidders)**

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD0000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

Name of Depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	
<b>** Attach Bank Statement showing amount debited from account, on or before last date of submission of RFQ.</b>	

Date:

Place:

Signature with seal:

Seal & Signature of the Contractor

**Pro-forma of furnishing the Payment details**

**TENDER for Supply, Installation, Testing and Commissioning of Access Control System of NABARD Head Office**

Name of the Agency		
Contact Details	Name	
	Email	
	Phone No	
PAN details (enclose copy of PAN)		
GST Number (enclose copy of GST registration)		
Address of principle place of business in the state as per GST registration certificate	Address	
	City	
	PIN	
	State	
Bank account number		
Account Name		
Type of the account		
Name & Address of Bank		
IFSC Code ( <b>enclose copy of cancelled cheque</b> )		

Name of the Agency:

Date:

Place:

Signature with seal:

Seal & Signature of the Contractor

**Declaration – Financial Standing**  
**(On the letterhead of Bidder)**

This is to certify that our agency/ company/ firm has not been blacklisted by any of the office of NABARD/ Central GOVT/ State GOVT/ GOVT Undertaking/ PSU / Private Organizations of repute.

We further declare that our agency/ firm is not under liquidation, court receivership or any other similar proceedings.

Signature of the Authorized Representative

Bidder Stamp / Seal

Seal & Signature of the Contractor

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED  
PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017**

**DATED 04<sup>th</sup>June, 2020)**

(To be typed and submitted in the letterhead of the Firm)

To

Chief General Manager  
Department of Premises, Security and  
Procurement C-24, 'G' Block, Bandra Kurla  
Complex  
Bandra East  
Mumbai  
Maharashtra  
400051

Dear Sir,

Declaration regarding minimum local content in line with Public Procurement  
(Preference to Make in India), Order 2017 - Revision dated 4<sup>th</sup> June, 2020 and  
subsequent orders)

Ref:

- 1) NIT/Tender No:
- 2) Name of Tender:

We hereby certify that the items/ works/ services offered by ( *Name of the Firm*) has  
a local content of \_\_\_\_\_% and this meets the local content requirement for "Class -I  
local supplier" as defined in Public procurement (preference to Make in India), Order  
2017- Revision dated 04 June 2020 issued by DPIIT and subsequent orders.

*"\*False declaration will be in breach of Code of Integrity under Rule175(1)(i)(h) of the  
General Financial Rules for which a bidder or its successors can be debarredfor up to two  
years as per Rule 151 (iii) of the General Financial Rules along with such other actions as  
may be permissible under law."*

Thanking you,

Yours faithfully,

(Signature, Date and seal of Authorised signatory of the bidder

Note: Bidders to note that above format duly filled & signed by authorized signatory,  
shall be submitted

**PART – II****PRICE BID****(1) Supply, Installation, Testing and Commissioning of Upgraded Access Control System at Head Office, NABARD**

All rates and amounts shall be written in both figures and words.

<b><u>Ser</u></b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Rate (in ₹) for supply, Installation, integration, testing, commissioning including all taxes, duties, etc. <u>in figures &amp; words</u></b>	<b>Total Amount (₹) for supply, Installation, integration, testing, commissioning including all taxes, duties, etc. <u>in figures</u></b>	<b>Total Amount (₹) for supply, Installation, integration, testing, commissioning including all taxes, duties, etc. <u>in words</u></b>
1.	Supply, Installation, Testing, Commissioning of Access Control equipment/ Reader (Finger Print, face recognition, Mi Fare card, Mobile QR code) with installation assembly	Nos.	22			
2.	Supply, Installation, Testing, Commissioning of Enrolling Stations with Access Control equipment/ Reader (Finger Print, face recognition, Mi Fare card, Mobile QR code) with installation assembly.	Nos.	02			
3.	Server in Hot Standby Configuration Primary Server With 01 NAS With all requisite licenses of S/W, OS, DB, Server health Management S/W, Latest Anti-virus S/W with updates covering DLP and AMC period, Support, Best in class Encryption Technology. All equipments to include installation assembly	Nos.	01			

Seal & Signature of the Contractor

4.	Client PC (Workstations as per specified technical conditions) (01 ACS + 02 VMS) with installation assembly, Latest Anti-virus S/W with updates covering DLP and AMC period	Nos.	03			
5.	8 Port Network Switch Industrial Grade layer 2 managed	Nos.	03			
6.	Rack for mounting of Access Control System	Nos.	01			
7.	Laser Jet Network Printer (All in One Printer/ Multifunction) with installation assembly.	Nos.	03			
8.	Supply, Installation, Testing, Commissioning of Access Control System software with Hot standby License of Access Control System, Attendance System, Data Base, any other applicable license for having Hot Standby Mode of Operation. Feature including Visitor Management System, Attendance Management System and scope for integration with BMS in future.	Nos.	--			
9.	Any other items or work not covered above but required to make the system complete on Turnkey Basis. (Such as field Rack, Cabling, Civil, Electrical, Mechanical Installation and commissioning of various items and to integrate with the Server.	Nos.	--			
10.	Supply, Installation, Testing, Commissioning of Tripod Mechanism Turnstiles (as per provided technical specifications) with complete installation assembly.  The work will include dismantling of existing turnstile arrangement including all wires, connections, switches etc.	Nos.	11			



11.	Web Cameras (as per provided specifications) with complete installation assembly.	Nos.	02			
<b><u>TOTAL</u></b>						₹ _____ /-
<b>In Words: Rupees _____ Only.</b>						

**(2) Comprehensive Annual Maintenance Contract after expiry of Defect Liability Period**

Description	Unit rate (₹) in figures and words for I <sup>st</sup> Year	Unit rate (₹) in figures and words for II <sup>nd</sup> Year	Unit rate (₹) in figures and words for III <sup>rd</sup> year	Unit rate in Rupees and words for IV <sup>th</sup> year	Unit rate (₹) in figures and words for V <sup>th</sup> year	Total Amount (₹) for 05 Years in <u>figures</u>	Total Amount (₹) for 05 Years in <u>words</u>
Comprehensive Annual Maintenance Contract for a period of 05 Years to be paid on half yearly basis (payment will be done after completion of half year) including cost of spare parts and labour.							
<b>Total Amount (₹) in figures and words (1 + 2)</b>							₹ _____ /-
<b>In Words: Rupees _____ Only.</b>							

**Note: -**

1. The tenderer should quote the rates in figures as well as in words. If any discrepancy is found in the rate quoted in words and figures, then the rates quoted in words shall be taken as correct.
2. BOQ shall be submitted in the above specified format only. Other formats shall be rejected.
3. Above mentioned rates shall be inclusive of all taxes, duties, charges etc.

Seal &amp; Signature of the Contractor

4. Payment will be based on actual measurement of quantities at site.
5. The tenderers must include in their tender price quoted for all duties, GST any other taxes as applicable. **No extra claim on this account will in any case be entertained at later stage.**