

**Request for Quotation for Fixed Asset Inventory
Management Services at NABARD Head Office and 06
Staff Quarters, Mumbai**

Part 1 - TECHNICAL BID



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

Date of issue of re-tender	12 March 2024
Date of Pre bid meeting	15 March 2024 at 11.00 hrs
Last date for submission of Re-Tendered bid	25 March 2024 up to 10.00 hrs
Opening of Technical Bids of Re-tendered bid	26 March 2024 at 10.00 hrs
Opening of Price Bid	Will be communicated

Signature & Seal of the Tenderer

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Total 59 pages

REF. NO. NB. DPSP / 2574 / RFQ-Fixed Asset Inventory Management Services /2023-24
12 March 2024

M/s _____

Dear Sir,

I. NOTICE INVITING TENDER

Request for Quotation for Fixed Asset Inventory Management Services at NABARD Head Office and 06 Staff Quarters, Mumbai

1. National Bank for Agriculture and Rural Development (NABARD) intends to undertake Fixed Asset Inventory Management Services at NABARD Head Office and 06 Staff Quarters, Mumbai and invites e-tender through electronic bidding system. The bidder/System Integrator shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of Central Public Procurement Portal (CPPP) and NABARD Website.
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 of CPPP 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's website www.nabard.org OR Central Public Procurement Portal i.e. <https://eprocure.gov.in> for download. No physical copy shall be provided by NABARD and submitted to NABARD.
4. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
5. It may be noted that it will be a 02 bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal (<https://eprocure.gov.in>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP, after carefully following the instructions related to systems and procedures as indicated in CPPP. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged Ms. Trusha Sonawane as a Facility Management Personnel for facilitating e-tendering services on CPPP portal. The contact details are mentioned as under:

Contact details for online e-tendering support –

Sr.no.	Name of Person	Contact no.
	Ms. Trusha Sonawane	022-26539464 (Extension-112) Mail : fmp.cppp@nabard.org

6. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login CPPP.
7. Instructions regarding Technical Bid, Price Bid, submission process and description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
8. Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand only) is to be paid to designated account as mentioned below. Counterfoil/ receipt/transaction details for the same has to be uploaded with the tender. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be converted to Initial Security Deposit, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder. The EMD of the successful bidder shall be returned after submission of Performance Bank Guarantee in full as per the Proforma in **Annexure-D**.

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

9. The Tender without EMD shall be rejected. If the bidder wants to claim EMD exemption, the bidder has to submit documentary proof of registration as MSE as defined in MSE Procurement Policy of Govt. of India or registration with Central Procurement Organizations or empaneled with NABARD itself.
10. Integrity pact – The tenderers have to submit the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper as per the format in **Annexure-E** in the tender document 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, P&TA, FS (Retd)** (Hereinafter referred to as Monitor) for this in consultation with the Central Vigilance Commission. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format in all phases of the contract.

11. A Pre-Bid meeting is scheduled to be held on 15 March 2024 at 11.00 hrs in the Conference Hall at Ground Floor, A-Wing, NABARD Head Office, Plot C-24, G Block, Bandra Kurla complex, BKC Road, Bandra East, Mumbai, Maharashtra 400051, in the presence of Bank's officials. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. 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 E-Tenders must be submitted online not later than 15.00 hrs on 22 March 2024. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on on e-Procurement portal of NABARD to ensure that the bids are submitted on time.
12. E-Tenders must be submitted online not later than 10.00 hrs on 25 March 2024. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on on e-Procurement portal of NABARD to ensure that the bids are submitted on time.
13. The Technical Bids will be opened online on 26 March 2024 at 10.00 hrs in the presence of interested bidders who chose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letterhead for participating in the technical bid opening.
14. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.
15. The Price Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected. In case of multiple L1 bidders, standard procedure laid down by NABARD will be adopted to identify L1.
16. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.
17. The decision of the bank shall be final and binding with regard to technical and price bids and the e-tendering process.
18. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
19. Tenderers must ensure attachment of relevant documents, supporting the Pre- Qualification Criteria and Technical Document Sheets.

20. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
21. The bids shall remain valid and open for acceptance for 90 days from the date of opening of Price Bid.
22. Time of Completion: The work shall be completed within 45 days from the 10th date of acceptance of Work Order.
23. 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% on the incomplete value of the accepted tender.
24. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.
25. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's e-Procurement portal and NABARD's website only.
26. Tenderer should inspect all the properties (Office and Staff Quarters) and other conditions up to their satisfaction before e-tendering/e-bidding.
27. Applications containing false and/or incomplete information are liable for rejection.
28. The work shall have to be done in strict coordination with the Bank as per directions issued and within the stipulated timeframe in an expeditious manner.
29. The successful bidder shall execute an 'Articles of Agreement' of work contract with NABARD in accordance with the standard / prescribed format within 14 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.
30. Estimated cost for the captioned work is Rs. 15,00,000/- exclusive of taxes.

Yours faithfully,

Sd/-

(Sunil Kumar Jha)
Deputy General Manager

II. FORM OF TENDER

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,

Fixed Asset Inventory Management Services at NABARD Head Office and 06 Staff Quarters, Mumbai

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

Subject	Specification
Description of work	Fixed Asset Inventory Management Services at NABARD Head Office and 06 Staff Quarters, Mumbai
Location	NABARD Head Office and 06 Staff Quarters, Mumbai
Earnest Money Deposit (EMD)	2% of Estimated Value of work - Rs. 30,000/- (Rupees Thirty Thousand Only)
Time allowed for completion of work	The time of completion for the total project shall be 45 days from the 10th date of acceptance of work order.
Defect Liability Period	01 year from the date of virtual completion as certified by the consultant/in-charge.
Percentage, if any, to be deducted from bills towards IT, GST, etc.	As per Government Notifications
Clarification	Bidder have to submit the detailed rate analysis with justification, if required by the Bank.

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. The EMD will not bear any interest.

Details of firm/company/individual :	
I	Name of our firm / Company / Individual
II	Address of our firm/ Company/ Individual
III	Telephone No. Mobile No.
IV	E-mail address
V	Our bankers are:
	1.....Bank,branch,..... Mumbai
	2.....Bank,branch,..... Mumbai
VI	Type of Account: Savings/ Current account
	Bank Account No:
	IFSC code of Bank and branch:
VII	The names of partners of our firm are:
	a.
	b.
	c.
VIII	Name of the partner of the firm Authorized to sign:
	OR
	Name of the person having Power of Attorney to sign the contract (certified copy of the Power of Attorney should be attached):

4. I/We have not been blacklisted by NABARD/State/Central Government organization or PSU.

Yours faithfully,

Signature of Tenderer with stamp

III. PRE-QUALIFICATION CRITERIA OF THE CONTRACTORS

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

1	Vendor should be in business of providing RFID and QR codes based Fixed Asset inventory management services at least for the last 3 years as on 31.03.2023 and should have executed similar projects. (Completion certificate of executed work to be submitted). The vendors should have a local registered office in MMRDA Region. Note: Here the similar projects means the order comprising of supply, installation, testing, and commissioning of RFID Based Asset Management System Mandatory Documentary proof (Purchase Order copy, Work completion certificate from any Banks/Firm etc) must be attached with bid documents.
2	The vendors should have a local office in MMRDA Region.
3	Vendor should have an annual turnover of amount equal to 30% of estimated cost or more during each of the last 3 financial years ending 31st March 2023. (Certificate from CA to be submitted for last 3 years of turnover)
4	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 should be enclosed as proof of their credit worthiness and turnover for the last three years.
5	Valid MSE/Udyam Aadhar Certificate against the Works if seeking exemption from EMD
6	EMD amount of Rs.30,000/-in case not seeking exemption. (Payment Details should be submitted/uploaded). In respect of bidders not seeking exemption, Tenders without EMD shall be rejected.
7	Integrity pact – The tenderer has to enter into the Integrity pact by submitting the same as per Annexure-E at his own cost on Rs. 200/- non judicial stamp paper with Bank 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.
8	Vendor should be registered under appropriate authorities to confirm engagement in the business of providing RFID and QR code based asset management system/ solution. (Necessary registration certificate to be submitted)
9	Vendor should have their own RFID and QR code scanners, tag printers etc. to take up the work. (Undertaking to be submitted on letterhead of bidder with necessary details related to make, model no. etc. as specified in Annexure F . If the vendor is not manufacturer of products quoted, the bidder should submit Authorization letter from the Original Equipment Manufacturer (OEM) of RFID Handheld Readers, Integrated Fixed RFID Reader, RFID Tags and Customized Application addressed to the customer. In Authorization Letter Tender details should be mentioned and without OEM Authorization letter, bids will be rejected.
10	Copy of GST Registration Certificates
11	Copy of PAN Card
12	Copies of Income Tax Return filed for last three financial years ending 31.03.2023

[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements I, II & III under Annexure-A]

IV. DEFINITION OF TERMS

1. In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
2. The EMPLOYER means National Bank for Agriculture and Rural Development (NABARD).
3. The CONTRACTOR means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's Legal Representatives his successors and permitted assigns.
4. The Bank's Official shall mean Officer of NABARD authorized by the NABARD, Head Office, BKC, Bandra (E), Mumbai - 400051, to supervise and monitor the progress of the said work.
5. The WORK shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
6. The CONTRACT DOCUMENTS means collectively the Tender Documents, the Articles of Agreements, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
7. The CONTRACT shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including all contract documents therein.
8. The SPECIFICATIONS shall mean all directions to various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the NABARD or NABARD Representative during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
9. The TENDER means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
10. The CHANGE ORDER means an order given in writing by the NABARD representative to effect additions to or deletion from and alteration in the works.
11. The COMPLETION CERTIFICATE shall mean the certificate to be issued by the NABARD Representative when the works have been completed entirely in accordance with the CONTRACT DOCUMENT to his/her satisfaction.
12. The FINAL CERTIFICATE in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the CONTRACT by the CONTRACTOR issued by the NABARD Representative/EMPLOYER after the period of liability is over.
13. The APPOINTING AUTHORITY for the purpose of arbitration shall be the CGM of NABARD or any other person so designated by the CGM of NABARD.
14. The TEMPORARY WORKS shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
15. The SITE shall mean the lands and other places on, under, in or through which the works are to be carried out and any other places provided by the EMPLOYER for the purpose of the CONTRACT.
16. The NOTICE IN WRITING OR WRITTEN NOTICE shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary

- course of post it would have been delivered.
17. APPROVED shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
 18. The LETTER OF INTENT shall mean intimation by a Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
 19. DAY means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 20. WORKING DAY means any day which is not declared to be holiday or rest day by the EMPLOYER.
 21. WEEK means a period of any consecutive seven days.
 22. VALUE OF CONTRACT or TOTAL CONTRACT PRICE shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

V. GENERAL INSTRUCTION TO BIDDERS

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

1. The Firm / contractors who have minimum 3 years of experience (ending 31.03.2023) in undertaking similar works of providing RFID and QR codes based Fixed Asset inventory management services
2. The tenderers should also have average Annual Turnover of amount equal to 30% of estimated cost or more during each of the last 3 financial years ending 31st March 2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
3. The contractor/firm must have their registered office in MMRDA Region and valid registration for GST etc. The contractor shall submit the copies of registration certificates for verification.
4. 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.
5. The tenderer shall submit full details of the patent, trade mark, 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.
6. Intending contractors are required to submit their profile by giving details in the enclosed Proforma about their Organization, experience, professional personnel in their Organization, competence, etc.
7. **Pre-Bid Meeting:** A pre-bid meeting of the intending tenderer will be held at 11:00 hrs on 15 March 2024 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 above 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@nabard.org at least two working days prior to the date of pre bid meeting. 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 tenderers 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)
8. **Submission of Tender:**
 - a. Tenderers are advised to use only the forms issued by NABARD. 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.
 - b. **Part I Technical Bid** - 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:-
 - i. Earnest Money Deposit in form of Bank Deposit.
 - ii. Signed, sealed and stamped pre-bid pre-contract Integrity Pact on non-judicial stamp paper of Rs 200/- as per the proforma given in the tender document along with the Part-I of the tender failing which the tender shall be rejected.
 - iii. No extra work/facilities shall be provided by NABARD except those mentioned in the tender document.

c. **Part II - Price Bid** - This part shall contain prices in Indian Rupees only as per format (Part II Price Bid). No other enclosure is permitted in Part II Tender in which prices are quoted in any other currency will not be considered.

- i. Any correction in the amount should be duly authenticated by the authorized signatory. The rates quoted should be written legibly in figures and words.
- ii. The price should be quoted strictly in line with the price bid leaving no column blank whatsoever to avoid any ambiguity.
- iii. Bidders should ensure that all columns of the price bid are duly filled, and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the NABARD.
- iv. If any columns of the price bid are found blank then the tender of the respective bidders shall be treated as non-responsive and will be summarily rejected by the NABARD and further EMD shall be forfeited.
- v. 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.
- vi. Bidders should refer to **Annexure H** on type and count of fixed assets to estimate costs for hardware requirement in Price Bid. The actual cost of fixed assets may vary up to $\pm 10\%$ and payments shall be on actual basis
- vii. It will be imperative on each bidder to fully acquaint himself/ herself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Bidder.

9. Employer's right to accept any Bid and to reject any or all Bids:

- i. Notwithstanding anything mentioned above, NABARD reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank shall not assign any reason for rejection of any or all Bids.
- ii. NABARD reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:
 - a. in case no Bid is received.
 - b. Occurrence of any event due to which it is not possible to proceed with the selection process.
 - c. An evidence of a possible collaboration/ mischief on part of Bidders, impacting the competition and transparency of the selection process.
 - d. Any other reason, which is in the opinion of the Employer necessitates the cancellation of the selection process.
 - e. On occurrence of any such event, NABARD shall notify all the Bidders within 7 days or any reasonable time of such decision. NABARD shall also promptly return the Bid Security submitted by the Bidders within 15 days or any reasonable time of issue of such notice. NABARD is not obligated to provide any reason or clarification to any Bidder on this account. Liability of the NABARD under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Employer on this account.
 - f. The Employer further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Employer is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.

10. General terms and Conditions:

- i. Bank intends to contract with successful bidder for a period of 3 years subject to satisfactory performance.
 - ii. Bank will only purchase RFID tags and QR Code stickers from selected bidder. Other hardware like RFID and QR code scanners readers, printers, etc. will need to be managed by selected bidder at their end.
 - iii. Bidder should supply only make in India products with class –I certificate.
 - iv. The bidder should ensure providing Warranty for a period of one year for RFID and QR tags from the date of asset tagging.
 - v. RFID tags should have re-writable memory and should be able to store minimum number of 13 alphanumeric characters.
 - vi. The scheduled visit should be decided by vendor after discussion with the Bank's Official and Bank will ensure necessary support in completion of the work as per plans
 - vii. The configuration of RFID tags and QR Codes should be carried out in such a way that any reader/ scanner available in the market should be able to detect encoded details of these RFID tags and QR codes. Confirmation on compliance to this condition need to be submitted by vendor on their letterhead as specified in **Annexure G**. This needs to be submitted after completing initial RFID & QR Code tagging and reconciliation of fixed assets.
 - viii. Please note that readers/ scanners shall store scanned data in text format and export the same in excel/ csv with data type for values as 'General' and not 'text'.
 - ix. In case of malfunction of any RFID tags and QR codes before end of their specified life cycle / warranty period, vendor will replace the same free of cost.
 - x. Quarterly addition/ replacement activities for quarters ending March and September will be completed along with half-yearly reconciliation process for period ending March and September respectively.
11. During the execution of work, contractor must deploy qualified personnel having experience in executing the similar works.
12. **SITE VISIT MANDATORY:** The Bidder may visit and examine the site and scope 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.

SITE VISIT SCHEDULE: AT THE SAME TIME OF PRE-BID

Site Inspection Report:

This is to certify that M/s.....visited the.....,(Location) on..... and understood the general working condition and the mode of operations.

Name and Signature _____

- 13. 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.
- 14. The application form shall be uploaded in CPPP - <https://eprocure.gov.in> after duly filled and signed on each page of tender. Incomplete tender liable to be rejected.

15. 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.
16. Application containing false and/ or incomplete information is liable for rejection and consequences.
17. 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 I, II & III of **Annexure-A**].
18. 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, if required).
19. 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.
20. Tenders containing false and/or incomplete information are liable for rejection.
21. The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD.
22. The applicant must have successfully completed the work according to the eligibility criteria under pre-qualification criteria.
23. 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.
24. 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 web-site.
25. All the protocols / guidelines related to COVID– 19 or other matters fixed by government to be followed by the contractor at his own cost.
26. Taxes- The prices quoted for the work 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, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation etc. to commence from the 10 days after the date of Work Order from NABARD till the issue of Virtual Completion Certificate. 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. 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.
27. 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.
28. **Earnest Money:** The Tender must be accompanied by Earnest Money in the form of Direct Deposit in the Bank through NEFT OR Valid MSE registration certificate. Tender not accompanied by EMD OR Valid MSE registration 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.
29. **Initial Security Deposit (ISD):** ISD of 2% of accepted value of tender shall be provided by the successful bidder through online transfer NEFT/RTGS within 15 days of issue of work order. The EMD already furnished by the successful tenderer shall be taken into account while

determining the above ISD. In other words EMD will become part of ISD. The ISD will be liable to be forfeited in case the Contractor commits breach of any of the terms and conditions of the Contract or fails to complete the works. This forfeiture is independent of the liquidated damages provided for in the Contract.

30. **Defect Liability Period:** Defect Liability Period shall be 01 year from the date of completion of asset tagging as certified by the Employer. The cost of replacement of damaged RFID and QR tags (manufacturing defect) during aforesaid Defects Liability Period shall be borne by the Contractor. If the Contractors do not carry out the replacement of damaged tags 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 RMD/Security Deposit amount so retained.
31. **Performance Bank Guarantee:** Successful bidder shall submit Performance Bank Guarantee for an amount of 5% of contract value. The format of PBG can be seen at **Annexure-D**. If performance of the system is not upto the mark during the contract period, then PBG will be forfeited.
32. **Lowest Tender Not Necessarily To Be Accepted:** NABARD is not bound to accept any or all tenders or to assign any reason for non-acceptance. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though NABARD may decide to modify/withdraw the tender.
33. **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.
34. **Labor stay at site:** No labourer is allowed to stay overnight at our premises.
35. **Signing of Contract Agreement**
 - i. The General instructions to the tender 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
36. **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 the tender. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD.

37. Other Issues

- i. The Contractor shall carry out all the work strictly in accordance with the instructions of NABARD's officers. If in the opinion of NABARD's Officers, 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.
- ii. 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.
- iii. A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of NABARD.
- iv. 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.
- v. 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.
- vi. The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Employer. He should make his own arrangement for storage and protection of all materials supplied by him.
- vii. The work has to be carried out in Residential premises and, therefore, may have to be carried out during restricted hours / Saturdays / Sundays / NABARD's holidays etc. so that resident does not get affected.**
- viii. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by NABARD.
- ix. 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.
- x. 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

38. The Bank may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor, if the Contractor becomes bankrupt or otherwise

insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

39. 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.

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

(SEAL & SIGNATURE OF THE TENDERER)

PLACE:

DATE:

VI. SPECIAL INSTRUCTIONS TO BIDDERS

1. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the site and must inspect the locations of work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
2. 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 commencing work prepare a detailed work programme and submit the same within 10 days from the award of work.
3. Tenders will be considered only from bonafide eligible contractors.
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.
5. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
6. 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 combination or any such claim.
7. 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.

8. 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.
9. **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.
10. **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 work.
11. **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 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.
12. **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 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.
13. The Contractor shall bring to the attention of the Bank's Officer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Bank's Officer 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 Officer.
14. 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 Officer, 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
15. **MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:** The tags that are to be provided, should be of the respective kinds specified in the Schedule of Quantities and/or technical 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.
16. **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 Officer or his representative

whenever required if demanded by NABARD.

17. The Contractor shall maintain and be represented on site by qualified site supervisor/ representative of the contractor, having sufficient experience in the said field, at all times while the work is in progress, details of the Site Supervisor must be shared prior commencement of the work. The site Supervisor/ representative of the contractor must thoroughly understand all the traces entailed. Any directions, explanations, instructions or notices given by the Bank's Officer to the supervisor/ representative of the contractor shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Supervisor should be able to read, write and speak English.
18. **REMOVAL OF DEFECTIVE WORK AND MATERIALS :**The Bank's Officer 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 Officer 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 not in accordance with the 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.
19. **DEFECTS AFTER COMPLETION:** Any defect in the tags may appear within the "Defect Liability Period of 01 year from the date of completion of asset tagging and responsibility for making good at their own cost of the defect becoming apparent during this period.
20. **DELAY AND EXTENSION OF TIME -** If in the opinion of the Bank's Officer the works be delayed
 - i. by force majeure or
 - ii. by reason of any exceptionally inclement weather or
 - iii. 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
 - iv. 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
 - v. by reason of Bank's Officer instructions, or
 - vi. by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
 - vii. in consequence of the Contractor not having in due time necessary instructions from the Bank's Officer for which he shall have specifically applied in writing, ahead of time, giving the Bank's Officer reasonable time to prepare such instructions, the Bank's Officer 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 Officer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Officer 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.
21. **Force Majeure:** The Bidder shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force

Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The National Bank for Agriculture and Rural Development will decide whether delay or failure on the part of the bidder was the result of an event beyond his control or not. The decision of the National Bank for Agriculture and Rural Development in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.

22. AVOIDANCE OF NUISANCE

- i. 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 disturbance.

23. MOBILIZATION ADVANCE - No advance payment shall be made.

24. TERMS OF PAYMENT

- i. No advance payment shall be paid by NABARD.
- ii. Charges for initial RFID tagging, affixing of QR codes and reconciliation will be paid 100% on completion of work in all respect i.e. satisfaction to Bank and submission of **Performance Bank Guarantee (PBG)** as specified in Clause 31 of Part-V General Instructions to Bidders. The format of PBG can be seen at **Annexure-D**.
- iii. Charges for quarterly addition/ replacement of RFID and QR code tags and half-yearly reconciliation services will be paid on half-yearly basis.
- iv. During the first three years, charges for RFID and QR code tags shall be paid as quoted in section A of the price bid.
- v. Each payment shall be liable for statutory deductions as per the Law.

25. Annual Maintenance Contract:

Bank may enter into an AMC with vendor for next two years (after successful completion of initial three years contract period). The rate for AMC shall be worked out in due course based on the Part 2 of Price Bid (Schedule of quantity)

S.No	Particulars of activity
1	Addition/ Replacement of RFID tags on quarterly basis
2	Fixed asset verification on half yearly basis
3	Reconciliation of data vis-a-vis CLMAS/FAMS data of the Bank

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:

DATE:

VII. Project Information

I	Requirement of the Bank/ Specification/ Scope of Work:
1	<p>Services in Scope:</p> <ol style="list-style-type: none"> 1. Initial tagging of fixed assets and reconciliation (One-time activity): <ol style="list-style-type: none"> a. Delivery of RFID tags and QR code stickers b. Encoding data in RFID tags, QR codes and affixing them on corresponding fixed assets. c. First reconciliation of tagged assets with latest asset master list. 2. Addition/ Replacement of RFID, QR code tags (Quarterly activity): <ol style="list-style-type: none"> a. Addition of RFID, QR code tags for new / transferred in assets. b. Replacement of RFID, QR code tags in case of reported damage. c. Deletion of Tags for transferred out, disposed off assets. 3. Reconciliation of tagged assets with latest asset master list (Half-yearly activity): <ol style="list-style-type: none"> a. Reconciliation of tagged assets with latest asset master list b. Sharing reconciliation report and certificate with the Bank's team. <p>Bidders are advised to refer to detailed explanation on Scope of work in Part VIII- Scope of work towards the end of this.</p> <p>The Proforma for asset reconciliation shall be as per Annexure-K</p>
2	<p>Inclusions and Exclusions:</p> <ol style="list-style-type: none"> a. Bank will purchase all types of RFID tags, QR code tags required for asset management from selected bidder. b. Bank will not purchase any other hardware like RFID / QR code readers, printers etc. Vendors will have to manage these devices at their end for delivery of associated services.
3	<p>Applicable SLA:</p> <ol style="list-style-type: none"> a. Post award of contract, timeline for initial tagging/ reconciliation should be decided in joint consultation with Bank. b. Addition/ Replacement of RFID, QR code tags planned on quarterly basis should be completed before 15th day of next month after quarter end. c. Reconciliation of assets is planned every six months i.e. twice in a year. For the assets as on 30 June should be finished by July end. Similarly, for the assets as on 31 December, should be finished by January end.

Signature of Bidder with Stamp/Date

VIII. Scope of Work

1. Initial tagging of fixed assets and reconciliation (One-time activity):

Before start of this activity vendor along with Bank should jointly finalize detailed schedule for execution of services that fall under one-time activity as per scope outlined in this section.

Vendor should also ensure delivery of required type and no. of RFID and QR code tags finalized during bidding and subsequent contracting phase to contracted location of Bank on time (as per schedule finalized above). Vendors are required to visit Bank's office on planned dates. Responsibilities for vendor partner are detailed out in sub-sections below –

1.1. Initial tagging of fixed assets:

- a. Get latest asset master lists for all departments from Bank with necessary data fields like Internal Inventory Number, Inventory Number, Dept, Section, Asset Description, Asset Type, etc.
- b. Identify location/ place of each asset for a particular department with help of coordinator from Bank's end and write down indicators for each asset location against Internal Inventory Number in asset master list printout.
- c. Encode Internal Inventory Number data field for each asset in RFID and QR code tag identified for that particular asset.
- d. Print Internal Inventory Number and Inventory Number data fields for each asset on corresponding RFID and QR code tag.
- e. Also print Barcode for Internal Inventory Number for each asset on corresponding RFID and QR code tag.
- f. The configuration of RFID and QR code tags shall be carried out in such a way that any reader/ scanner available in the market should be able to detect encoded details of these RFID and QR code tags. A confirmation shall be submitted by vendor for compliance to the same. Readers/ Scanners shall store scanned data in text format and export the same in excel/ csv with data type for values as 'General' and not 'Text'.**
- g. Affix these RFID and QR code tags on corresponding assets. Take placement, position and surface of asset into consideration while affixing RFID and QR code tags so as to ensure that RFID / QR code readers will be able to scan these tags without any problem during reconciliation.
- h. After affixing RFID and QR code tags for all assets, fill out necessary information

in sign-off form provided by Bank and take signature of coordinator from Bank's end indicating completion of given activity. Attach asset master list printout with this sign-off form for easy reference.

- i. Submit above set of documents to Bank.
- j. Repeat above steps for each department.

1.2 First reconciliation of tagged assets:

- a. Refer to sub-sections 3.1/2/3 for reconciliation of tagged assets.
- b. After completion of initial tagging of fixed assets, all assets shall be scanned and this scanned data shall be compared with FAMS data provided by Bank for reconciliation.
- c. The reconciliation shall be done by comparing FAMS data in excel format (provided by Bank) with scanned data in excel format (scanned by vendor). This comparison of both data sets shall be done in presence of concerned officials. Vendor should submit reconciliation report/ certificate to Bank with list of assets scanned and any discrepancies observed with reference to asset master lists provided by Bank. After this activity, discuss with Bank's team and jointly finalize time window for quarterly and half-yearly activities.

1.3 Deliverables:

- a. Report on type and count of RFID, QR Code Tags used.
- b. Confirmation on encoding practices for RFID, QR Code Tags ([Annexure G](#)).
- c. Reconciliation report/ certificate based on first scanning of assets data for NABARD office premises and staff quarters at a particular location.
- d. Reconciliation report / certificate based on first scanning of assets data for NABARD office premises and staff quarters at a particular location, as indicated hereunder.

Sr. No.	Particulars	Locations
1	Office Premises	NABARD, HO, Plot No. C 24, G Block, Bandra Kurla Complex, Bandra E, Mumbai 400051
2	Staff Quarter	NABARD Officers Quarters, NABARD House, Plot No. R -4A, G Block, Opp. Sofitel Hotel, Bandra Kurla Complex, Bandra (East), Mumbai 400098
3	Staff Quarter	NABARD Officers Quarters Krishi Vikas Sadan, Veer Sawarkar Road, Dadar (West) Mumbai 400028
4	Staff Quarter	NABARD Officers Quarters, NABARD Nagar, Thakur Complex, Kandivali (East) Mumbai 400101
5	Staff Quarter	NABARD Officers Quarters, NABARD Park, Khiranagar, S V Road, Santacruz (West), Mumbai 400054
6	Staff Quarter	NABARD Quarters, Damodar Park, L B S Marg, Ghatkopar (West), Mumbai 400086
7	Staff Quarter	NABARD Officers Quarters, Nestle II, Pandurang Budhakar Marg, Lower Parel (West), Mumbai 400013

2. Addition/ Replacement of RFID and QR Code tags (Quarterly activity):

This procedure is to be carried out after every quarter end to -

- a. Add RFID, QR code tags for new/ transferred in assets.
- b. Replace RFID and QR code tags in case of reported damage.

Vendor teams are expected to visit to Bank's office locations for the same on quarterly basis and work towards completing this activity before 10th day of next month after quarter end. Responsibilities for vendor partner are detailed out in sub-sections below:

2.1. Addition of RFID and QR code tags:

- a. Get asset lists for all departments from Bank with information on following -
 - i. New assets added during previous quarter.
 - ii. Assets transferred to them and also accepted/ updated in system during previous quarter.
- b. These lists should have necessary data fields like Internal Inventory Number, Inventory Number, Dept, Section, Asset Desc, Asset Type etc. These lists will be provided at least 3 days prior to vendor's visit so that vendor can estimate no. of new RFID tags needed. Vendor shall ensure configuration and printing on tags before visiting office for tagging purpose.
- c. Follow the same procedure as mentioned in 1.1. for tagging of new added assets.
- d. In case of transferred assets, ensure that each such asset is actually physically located in department to which transfer is mentioned. If not, notify the same to coordinator from Bank's end and get this transfer done. Then remove old RFID, QR code tag on transferred asset and add new RFID, QR code tag as per same procedure mentioned in 1.1. Please note that old tag needs to be removed because of old Inventory Number printed on it which gets changed after transfer. Hence caution must be taken to ensure print of new Inventory Number on new tag for transferred assets.
- e. After affixing RFID, QR code tags for all new/ transferred assets, fill out necessary information in sign-off form provided by Bank and take signature of coordinator from Bank's end indicating completion of given activity. Attach asset list printout with this sign-off form for easy reference.
- f. Submit above set of documents to Bank.
- g. Please ensure that you complete tagging of new/ transferred assets for all departments.

2.2. Replacement of RFID, QR code tags:

- a. Get asset lists for all departments from Bank with information of assets reported to have damaged RFID, QR code tags during previous quarter (if any). These lists should have necessary data fields like Internal Inventory Number, Inventory Number, Department, Section, Asset Description, Asset Type etc. These lists will be provided at least 3 days prior to vendor's visit so that vendor can estimate no. of replacements required.
- b. In addition to above asset lists, vendor is also expected to identify damaged tags during reconciliation process and replace them. It is suggested to get few extra tags during visit to Bank's premises for such type of activity. If RFID and QR Code tag is damaged due to normal wear & tear or due to any activity from Bank's side, the cost of tag will be reimbursed. If tag is not working due to sensor issue, vendor should replace during contract period without any additional cost to Bank.
- c. In case RFID, QR code tags on any reported assets have not been damaged, report the same to coordinator from Bank's end and answer on any apprehensions/ objections.
- d. For RFID, QR code tags on reported assets that have been verified to be damaged, encode Internal Inventory Number data field for each such asset in new RFID, QR code tag allotted for that particular asset.
- e. Print Internal Inventory Number and Inventory Number data fields for each such asset on corresponding RFID and QR code tag.
- f. Also print Barcode for Internal Inventory Number for each such asset on corresponding RFID and QR code tag.

- g. Affix these RFID and QR code tags on corresponding assets. Take placement, position and surface of asset into consideration while affixing RFID and QR code tags so as to ensure that RFID and QR code readers will be able to scan these tags without any problem during reconciliation.
- h. After affixing RFID and QR code tags for all such assets, fill out necessary information in sign-off form provided by Bank and take signature of coordinator from Bank's end indicating completion of given activity. Attach asset list printout with this sign-off form for easy reference.
- i. Submit above set of documents to Bank.
- j. Repeat above activities for each department.

2.3. Deliverables:

- a. Report on type and count of new/ replaced RFID and QR code tags.

3. Reconciliation of tagged assets with latest asset master list (Half-yearly activity):

- i. Before reconciliation activity, vendor should complete activities mentioned in sub-section 2.1/2 above i.e. Addition/ Replacement of RFID and QR code tags for previous quarter end.
- ii. After completion of these quarterly activities, reconciliation activity should be taken up.
- iii. Reconciliation activity is to be carried out every six months i.e. twice in a year. For the assets as on 30 June it should be finished by July end. Similarly, for the assets as on 31 December, it should be finished by January end.
- iv. Data for all fixed assets at a particular office location should be captured through RFID and QR code readers and exported in Excel. Post that detailed reconciliation should be carried out with latest asset master lists shared by the Bank. Responsibilities for vendor partner are detailed out in sub-sections below –

3.1. Scanning of fixed assets:

- a. Get latest asset master lists for all departments from Bank with necessary data fields like Internal Inventory Number, Inventory Number, Department, Section, Asset Description, Asset Type etc.
- b. Assess asset master lists for each department and estimate approx. time required for scanning of fixed assets for each department.
- c. Arrange meeting with coordinators from Bank's end and jointly finalize time slots for scanning of fixed assets for each department.
- d. Scan fixed assets for all departments during allotted time slots with help of RFID and QR code readers. Take help from coordinators from Bank's end in case of issues in accessing any area/ cabins/ rooms in any of the departments.

3.2. Reconciliation of scanned data with latest asset master list:

- a. Extract scanned data for all departments and transfer in excel sheet to workstation allotted by the Bank.
- b. Reconcile this scanned data for all departments with latest asset master list provided by the Bank for all these departments.
- c. Usage of VLOOKUP functions in excel is advisable to match Internal Inventory Number data fields to find out discrepancies. It is recommended that reconciliation of consolidated data from asset master lists for all departments should be done with consolidated scanned data for all departments at one go.

- d. Detailed explanation of reconciliation using VLOOKUP functions in excel is provided in excel file embedded at the end of this annexure.

3.3. Reporting of discrepancies observed during reconciliation:

Vendor should jointly conduct this exercise with coordinators from Bank's end. Goal is to analyze discrepancies observed and take necessary actions to cross verify causes of discrepancies. Post this cross verification, discrepancies can be reported.

Below are some of the pointers for this analysis and subsequent cross verification –

A. Scenario 1: Assets present in asset master list but not captured in scanned data (scanned data mismatch for Internal Inventory Number)

- i. Physically verify all such assets with help of coordinators from Bank's end.
- ii. Check if any of these assets have not been tagged before. Also check if any of these assets have damaged RFID and QR code tags.
- iii. Check if any of these assets have been transferred to other office location but not accepted/updated in FAMS/Excel.
- iv. Check if data for any of these assets was not captured during scanning activity due to issues with RFID and QR code readers. Please note this count for reporting purposes.

If yes, scan such assets again and include corresponding records in excel data extracted from RFID and QR code readers. Correct corresponding discrepancies observed during reconciliation.

- v. Check with Bank's team if any of these assets have been reported to be lost.
- vi. Analyze reasons for observed discrepancies and mark count for below for reporting purposes –
 - a. Assets not present in department
 - b. Assets with no RFID or QR code tags
 - c. Assets with damaged RFID or QR code tags
 - d. Assets transferred to other office location without acceptance/update in FAMS/Excel
 - e. Lost assets
 - f. Assets not captured during first scan

B. Scenario 2: Assets present in scanned data but not in asset master list (asset master data mismatch for Internal Inventory Number)

- i. Check if any on these assets are present in system but marked for other office location
 - i.e. if transfer for any of these assets was accepted/updated in FAMS/Excel by other office location but physical transfer has not happened yet.
- ii. Check if any of these assets have been written off/marked for disposal and subsequently removed from FAMS/excel data but still physically present in office location.
- iii. Analyze reasons for observed discrepancies and mark count for below for reporting purposes –
 - a. Assets accepted/updated for transfer in FAMS/Excel by other office location but still physically present in old office location
 - b. Assets written off/marked for disposal in FAMS/Excel but still physically present in office location

3.4. Deliverables:

- a. Report on type and count of new/ replaced RFID and QR code tags.
- b. Reconciliation report and certificate based on scanning of assets data for

NABARD office premises at a particular location.

4. Reconciliation process example along with screenshots:

[FAMS Reconciliation Process Example.pdf](#)

IX Technical Specifications

RFID Tag for Non Metal Asset:

Wet Inlay	
Inlay Width	3.866" [98.2mm]
Inlay Length	0.484" [12.3mm]
Web Width	3.992" [101.4mm]
Web Pitch	0.625" [15.875mm]
Core Width	4.752" [120.7mm]
Core ID	6" [152.4mm]*
Core Material	Fibreboard
Inlays per Roll	20,500 Nominal
Maximum Roll OD	< 16" [406.4mm]
Roll Labelling Data	Roll #, Quantity
White (-WRW)	TT Printable White Film Overlay
Overlay Adhesive (-WRW)	General Purpose Permanent
Inlay Adhesive	General Purpose Permanent
Adhesive Application Temperature	> +25°F [-4°C]
Adhesive Service Temperature	-40°F to +200°F [-40°C to +93.3°C]
Release Liner	40# SCK
Environmental	
Shelf Life	Dry Inlays: 5 years at +77°F [+25°C] @ 40% RH Wet Inlays: 2 years at +77°F [+25°C] @ 40% RH
Recommended Storage	+77°F [+25°C] @ 40% RH
Storage Limits	-13°F to 122°F [-25°C to +50°C] 20% to 90% RH Non-condensing

Operating Limits	-40°F to +158°F [-40°C to +70°C] 20% to 90% RH Non-condensing
Bend Diameter	> 1.97" [50mm]
Pressure	< 5N/mm ²
Drop Resistance	Per ASTM D5276
Write Cycles	200,000 @ 25°C
RoHs	2002/95/EC (RoHS 1), 2011/65/EU (RoHS 2), 2015/863 (RoHS 10)
REACH	EU 143/2011, EU 125/2012, Annex XIV of EC no. 1907/2006
ESD Limit– HBM / CDM	5.0kV / 1.5kV
RFID	
Protocols Supported	ISO/IEC 18000-6C EPC global Class 1 Gen 2
Integrated Circuit	Alien Higgs-9
Operating Frequency	840–960 MHz
EPC Size	96-496 Bits
User Memory	Up to 688 Bits
TID	32 Bits
Unique TID	48 Bits
Access Password	32 Bits
Kill Password	32 Bits

RFID Tag Electronic Metal Asset:

Electrical Specification	
Air Interface Protocol	ISO/IEC 18000-6C, EPC Global C1G2
Operational Frequency	865 – 868 MHz or 902-928 MHz
Chip**	Impinj Monza R6-P
Memory Configuration	EPC – 128 bits TID – 96 bits unalterable unique User memory – 32 bits Access password – 32 bits Kill password – 32 bits
Data Retention	50 Years
Writ endurance	100,000 cycles
Read distance*	3 – 4 meters

Physical / Mechanical Specification	
Dimensions	65 x 35 ± 0.2mm
Thickness	1.25 mm
Weight	1.1 g
Encasement	Polyester
Quality Assurance	100% reader tested

Environmental Resistance	
Operating temperature	-40°C to +80°C
Storage temperature	-0°C to + 40°C
Ingress protection rating	IP 54
Attachment	Self-Adhesive
Applicable surface	All types of metals

RFID Tag for Metal Asset:

Electrical Specification	
Air Interface Protocol	ISO/IEC 18000-6C, EPC Global C1G2
Operational Frequency	865 – 868 MHz or 902-928 MHz
Chip**	Alien Higgs-3
Memory Configuration	EPC–96 bits, extendible to 480bits TID – 96 bits unalterable unique User memory – 512 bits Access password – 32 bits Kill password – 32 bits
Read Range*	U3410510M On metal – Up to 6 m on fixed reader with linear Antenna U3410510F Off Metal-Up to 6 m on fixed reader with linear Antenna U3410510O Over molded - Up to 6 m on fixed reader with linear Antenna
Operating temperature	-40°C to +60°C
Storage temperature	-40°C to +60°C
Ingress protection rating	IP67/IP68
Attachment***	Riveting/Screw/Magnetic/Adhesive
Applicable surface	Metal/Off Metal

Physical / Mechanical Specification	
Dimensions	52 x 16 x 8.5 ± 0.2 mm
Colour**	Grey
Weight	5 g
Encasement	PC / ABS High Impact
Quality Assurance	100% reader tested

X. SAFETY PRECAUTIONS

1. Appropriate precaution should be taken care of during the work.
2. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
3. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
4. Penal action will also be taken if the contractor's supervisors and workers do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
5. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work
6. The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
7. 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 & Seal

XI. INFORMATION TO BE FURNISHED BY THE BIDDER

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor in similar works (give number of years)	
6	List of similar works (Completed) of providing RFID and QR codes based Asset management services in the past 3 years	Details to be furnished in the prescribed pro-forma (Statement II)
7	List of similar works (Ongoing) of providing RFID and QR codes based Asset management services	Details to be furnished in the prescribed pro-forma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2023). Copy of IT return for the last 3 years should be furnished.	
9	PAN No. (enclosed copy)	
10	GST No. (enclosed copy)	

Signature of the applicant with full address and office seal

Note: Statements I, II & III are enclosed.

STATEMENT - I

List of professional staff with the contractor, giving their qualification, experience, including that in the present organization*

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in the present organization
1	2	3	4	5	6	7	8

*** Use separate/additional sheets as per the requirement**

Signature of the applicant with full address and office seal

Note: Indicate other points (including clients' certificates), if any, relating to your technical and managerial competency which you would like to bring to our notice.

STATEMENT - II

List of important contracts 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 the owner and indicate whether it is a State Govt./Govt. of India undertaking or Pvt. body with full address and telephone numbers. **	Completion Period		Value of the work (Rs in lakh)
				Stipulated	Actual	
1	2	3	4	5	6	7

*** Use separate /additional sheets as per the requirement**

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

Signature of the applicant with full address and office seal

STATEMENT - III

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 or Pvt. Body 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 (Rs.in lakh)
1	2	3	4	5	6	7	8

* Use separate /additional sheets as per the requirement

** Attach client's certificates

Signature of the applicant with full address and office seal

ARTICLES OF AGREEMENT
(On a Rs 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 RFQ is a contract for carrying out “.....” and to be paid for according to actual 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 its 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 **45 days** from acceptance of work order (as per Clause 22 of Part-I NIT) as prescribed in the tender, which shall be reckoned from 10th day of the 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 the 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)

In the presence of:

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

SIGNED AND DELIVERED by the Tenderer

(Name, Signature & Designation)

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

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-KurIa Complex, Bandra(E) Mumbai-400051 and M/s having their registered office at, Mumbai – 400051 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 thisday 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:

Proforma of Performance Bank Guarantee

To
 Shri
 Chief General Manager
 DPSP, National Bank for Agriculture and Rural Development
 Mumbai-400051

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to(type of work) at _____(Place – HO/RO/TE) (hereinafter referred to as “Services”) from _____(hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. NO. Dated_____) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the _____(hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

- 1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to _____(validity date of BG) money or monies not exceeding a total sum of Rs _____/- (Rupees _____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

- 3) This Guarantee shall expire on _____ (validity date) without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e _____ (date).
- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- 5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser's principal debtors in respect of all the claims of the purchaser 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 the above or any other provisions of this Guarantee.
- 6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore

mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only) ;
- ii) This Bank Guarantee shall be valid up to _____ (validity date) Warranty period;
- iii) Unless actions to enforce the claims is filed on or before _____ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
- iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before _____ (validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this _____ day of _____ 20 at _____ -

For and on behalf of----- Bank.

sd/- _____

संविदा पूर्व सत्यनिष्ठा करार
PRE CONTRACT INTEGRITY PACT
 (₹200 ./- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए
 (to be submitted On Rs. 200/- Non-judicial stamp paper)

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 _____, मुख्य कार्यकारी अधिकारी) 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 include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

जबकि नियोक्ता "-----
 --" का कार्य कराने का प्रस्ताव करता है और निविदाकर्ता इस कार्य के लिए कोटेशन देने हेतु इच्छुक है / कोटेशन की पेशकश की है और

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

जबकि निविदाकर्ता एक निजी कंपनी/सार्वजनिक कंपनी/सरकारी उपक्रम/साझेदारी/पंजीकृत निर्यात एजेंसी है, जिसका गठन इस मामले में संबंधित कानून के अनुसार किया गया है और नियोक्ता नाबार्ड अधिनियम, 1981 के तहत स्थापित निकाय कॉर्पोरेट है, जिसका मुख्यालय प्लॉट नंबर सी-24, ब्लॉक 'जी', बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई पर 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 कि लिए एक निष्पक्ष, पारदर्शी और अनुबंध की अवधि से पहले, उसके दौरान और बाद में किसी भी प्रभाव/पूर्वाग्रह से मुक्त व्यवस्था का पालन करने के लिए 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 और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए परिभाषित विशिष्टताओं के अनुरूप प्रतिस्पर्धी मूल्य पर वांछित स्टोर / उपकरण प्राप्त करने के लिए नियोक्ता को सक्षम करना और

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

निविदाकर्ताओं को अनुबंध को सुरक्षित करने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण में लिप्त होने से रोकने के लिए उन्हें यह आश्वासन देकर सक्षम करना कि उनके प्रतियोगी भी रिश्वत देने और अन्य भ्रष्ट प्रथाओं से दूर रहेंगे 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

नियोक्ता यह वचन देता है कि अनुबंध से प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता का कोई भी अधिकारी, सीधे या मध्यस्थों के माध्यम से किसी भी रिश्वत, विचार, उपहार, इनाम, पक्ष या किसी सामग्री या अभौतिक लाभ की मांग नहीं करेगा या स्वीकार नहीं करेगा। बोली प्रक्रिया, बोली मूल्यांकन, अनुबंध से संबंधित अनुबंध या कार्यान्वयन प्रक्रिया में लाभ के बदले में निविदाकर्ता से स्वयं के लिए या अनुबंध से संबंधित किसी भी व्यक्ति, संगठन या तीसरे पक्ष के लिए कोई अन्य लाभ की मांग नहीं करेगा।

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 from 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.

नियोक्ता, पूर्व-अनुबंध चरण के दौरान, सभी निविदाकारों के साथ समान व्यवहार करेगा और सभी निविदाकारों को समान जानकारी प्रदान करेगा और किसी विशेष निविदाकर्ता को ऐसी कोई जानकारी प्रदान नहीं करेगा, जो अन्य निविदाकारों की तुलना में उस विशेष निविदाकर्ता को लाभ दे सके।

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.

नियोक्ता के सभी अधिकारी उपयुक्त सरकारी कार्यालय को उपरोक्त प्रतिबद्धताओं के किसी भी प्रयास या पूर्ण उल्लंघन के साथ-साथ इस तरह के उल्लंघन के किसी भी संदेह के बारे में सूचित 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 ऐसे किसी अधिकारी की ओर से किसी पूर्ववर्ती कदाचार की सूचना निविदाकर्ता द्वारा नियोक्ता को पूर्ण और सत्यापन योग्य तथ्यों के साथ दी जाती है और उसे प्रथम दृष्टया नियोक्ता द्वारा सही पाया जाता है, तो आवश्यक अनुशासनात्मक कार्यवाही, या कोई अन्य कार्रवाई नियोक्ता द्वारा उचित समझे जाने पर आपराधिक कार्यवाही सहित शुरू किया जा सकता है और ऐसे व्यक्ति को अनुबंध प्रक्रिया से संबंधित आगे के व्यवहार से वंचित कर दिया जाएगा। ऐसे मामले में जब नियोक्ता द्वारा जांच की जा रही हो, तो अनुबंध के तहत कार्यवाही को रोका नहीं जाएगा।

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 be 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 is being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

निविदाकर्ता की प्रतिबद्धता Commitments of TENDERERS

निविदाकर्ता अपनी बोली के किसी भी चरण के दौरान या अनुबंध से पहले या अनुबंध के बाद के चरण के दौरान भ्रष्ट प्रथाओं, अनुचित साधनों और अवैध गतिविधियों को रोकने के लिए सभी उपायों के साथ खुद को प्रतिबद्ध करता है ताकि अनुबंध को सुरक्षित किया जा सके या इसे सुरक्षित करने के लिए और विशेष रूप से निम्नलिखित के लिए खुद को प्रतिबद्ध करेगा : -

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: -

3.1. निविदाकर्ता सीधे या मध्यस्थों के माध्यम से, किसी भी रिश्वत, उपहार, प्रतिफल, इनाम, एहसान, किसी भौतिक सारहीन लाभ या अन्य लाभ, कमीशन, शुल्क, दलाली या प्रलोभन की पेशकश नियोक्ता के किसी भी अधिकारी को प्रत्यक्ष या अप्रत्यक्ष रूप से नहीं करेगा। बोली प्रक्रिया, या अनुबंध से संबंधित किसी भी व्यक्ति, संगठन या तीसरे पक्ष को बोली, मूल्यांकन, अनुबंध और अनुबंध के कार्यान्वयन में किसी भी लाभ के बदले में 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.

3.2. निविदाकर्ता यह भी वचन देता है कि उसने किसी भी अधिकारी को प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्वत, उपहार, विचार, इनाम, पक्ष, कोई भौतिक या सारहीन लाभ या अन्य लाभ, कमीशन, शुल्क, दलाली या प्रलोभन नहीं दिया है, देने की पेशकश या वादा नहीं किया है। नियोक्ता या अन्यथा अनुबंध की खरीद में या अनुबंध प्राप्त करने या निष्पादन के संबंध में किसी भी कार्य को करने या करने से मना करने या बैंक के साथ किसी भी अन्य अनुबंध के संबंध में किसी भी व्यक्ति को पक्ष या प्रतिकूल दिखाने के लिए मना करने के लिए अनुबंध या बैंक के साथ कोई अन्य अनुबंध नहीं करेगा।

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.

3.3. निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी सिद्धांतों 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.

3.4. निविदाकर्ता इस बोली/अनुबंध के संबंध में एजेंटों/दलालों या किसी अन्य मध्यस्थ को उनके द्वारा किए जाने वाले भुगतान का खुलासा करेंगे।

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

3.5. निविदाकर्ता आगे पुष्टि करता है और नियोक्ता को घोषणा करता है कि निविदाकर्ता रक्षा भंडारों की मूल निर्माता/इंटीग्रेटर/प्राधिकृत सरकारी प्रायोजित निर्यात इकाई है और उसने हस्तक्षेप, सुविधा या किसी भी तरह से किसी भी व्यक्ति या फर्म या कंपनी को शामिल नहीं किया है, चाहे वह भारतीय हो या विदेशी। नियोक्ता या उसके किसी पदाधिकारी को निविदाकर्ता को अनुबंध प्रदान करने के लिए अधिकारिक तौर पर या अनौपचारिक रूप से, और न ही ऐसी किसी मध्यस्थता, सुविधा या सिफारिश के संबंध में ऐसे किसी व्यक्ति, फर्म या कंपनी को कोई राशि का भुगतान किया गया है, वादा किया गया है या भुगतान करने का इरादा 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 defense 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.

3.6. निविदाकर्ता, या तो बोली प्रस्तुत करते समय या पूर्व-अनुबंध वार्ता के दौरान या अनुबंध पर हस्ताक्षर करने से पहले, नियोक्ता के किसी पदाधिकारियों या उनके परिवार के सदस्यों, एजेंटों, दलालों, मध्यस्थ को किए गए किसी भी भुगतानों के लिए सहमत सेवाओं के विवरण का खुलासा हेतु प्रतिबद्ध रहेगा।

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 बोली प्रक्रिया, बोली मूल्यांकन, अनुबंध और अनुबंध के कार्यान्वयन की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति को कम करने के लिए अनुबंध में रुचि रखने वाले अन्य निविदाकर्ताओं के साथ सांठगांठ नहीं करेगा।

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 स्वीकार नहीं करेगा।

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

निविदाकर्ता, नियोक्ता द्वारा प्रदान की गई किसी भी जानकारी का अनुचित तरीके से प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए या किसी भी इलेक्ट्रॉनिक डेटा वाहक में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों सहित किसी भी व्यावसायिक संबंध के हिस्से के रूप में किसी जानकारी का उपयोग नहीं करेगा। निविदाकर्ता उचित और पर्याप्त सावधानी बरतने का भी वचन देता है कि ऐसी कोई जानकारी प्रकट नहीं की जाती 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 समर्थन के बिना किसी भी शिकायत को सीधे या किसी अन्य तरीके से देने से बचने 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 किसी भी तीसरे व्यक्ति को उपरोक्त वर्णित कार्यों में से कोई भी कार्य करने के लिए उकसाएगा या भड़काने का कारण नहीं बनेगा।

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

यदि निविदाकर्ता या निविदाकर्ता का कोई कर्मचारी या निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति प्रत्यक्ष या अप्रत्यक्ष रूप से नियोक्ता के किसी भी अधिकारी का रिश्तेदार है, या वैकल्पिक

रूप से यदि नियोक्ता के किसी अधिकारी के किसी रिश्तेदार का निविदाकर्ता की फर्म में वित्तीय हित/हिस्सेदारी है, तो निविदा भरने के समय निविदाकर्ता द्वारा 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 उद्देश्य के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 की धारा 6 में परिभाषित किए अनुसार होगा
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986

निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा या किसी भी प्रकार के आर्थिक लेनदेन 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 यह घोषणा करता है कि इस सत्यनिष्ठा समझौते पर हस्ताक्षर करने से ठीक पहले पिछले तीन वर्षों में इसके अन्तर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी अन्य कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ या भारत में किसी भी सरकारी विभाग के साथ किसी भी भ्रष्ट आचरण के संबंध में ऐसा कोई भी उल्लंघन नहीं हुआ है, जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सकता है।

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 देता है, तो निविदाकर्ता को निविदा प्रक्रिया से अयोग्य घोषित किया जा सकता है, यदि अनुबंध, पहले से ही दिया गया है, तो ऐसे 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.

बयाना राशि (सुरक्षा जमा) / Earnest Money (Security Deposit)

निविदाकर्ता मूल्य बोली प्रस्तुत करते समय, नाबार्ड के पक्ष में ऑनलाइन के माध्यम से रुपये -----
----- लाख बयाना / सुरक्षा जमा की राशि नियोक्ता के पास जमा करेगा।

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

बयाना राशि / सुरक्षा जमा एक वर्ष की अवधि तक या निविदाकर्ता और नियोक्ता दोनों की पूर्ण संतुष्टि के लिए संविदात्मक दायित्वों के पूर्ण समापन तक, दोष दायित्व अवधि सहित, जो भी बाद में हो, वैध होगा।

The Earnest Money/ Security Deposit shall be valid up-to 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.

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

नियोक्ता द्वारा निविदाकर्ता को बयाना राशि/सुरक्षा जमा राशि पर इसके चलन की अवधि 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.

उल्लंघन के लिए प्रतिबंध Sanctions for Violations

निविदाकर्ता या उसके द्वारा नियुक्त किसी भी व्यक्ति या उसकी ओर से कार्य करने वाले (चाहे निविदाकर्ता के जानकारी के साथ या उसके बिना) उपरोक्त प्रावधानों का कोई भी उल्लंघन, जहां भी आवश्यक हो, नियोक्ता निम्नलिखित सभी या इनमें से किसी एक कार्रवाई का हकदार होगा : -

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 कोई मुआवजा दिये बिना पूर्व अनुबंध वार्ता को तत्काल रद्द कर सकता है। हालांकि, अन्य निविदाकारों के साथ कार्यवाही 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.

बयाना राशि जमा (पूर्व-अनुबंध चरण में) और/या सुरक्षा जमा/निष्पादन बॉन्ड (अनुबंध पर हस्ताक्षर किए जाने के बाद) नियोक्ता द्वारा तय किए गए अनुसार या तो पूरी तरह से या आंशिक रूप से जब्त कर लिया जाएगा और इसलिए नियोक्ता को कोई कारण बताने की आवश्यकता नहीं होगी .

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.

निविदाकर्ता को कोई मुआवजा दिए बिना अनुबंध को तुरंत रद्द करना, यदि पहले से ही हस्ताक्षर किए गए हैं।

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

भारतीय निविदाकर्ता होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से 2% अधिक ब्याज के साथ 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 ब्याज सहित पहले से किए गए भुगतान की वसूली के लिए, अग्रिम बैंक गारंटी और प्रदर्शन बांड/वारंटी बांड के नकदीकरण के लिए, यदि निविदाकर्ता द्वारा प्रस्तुत किया गया है।

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 किसी अन्य अनुबंध को रद्द करने के लिए। इस तरह के रद्दीकरण/निरस्तीकरण के परिणामस्वरूप नियोक्ता को होने वाली किसी भी हानि या क्षति के लिए निविदाकर्ता को मुआवजे का भुगतान करने के लिए उत्तरदायी होगा और नियोक्ता, निविदाकर्ता को देय धन (धनों) से देय राशि से 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 भविष्य की बोली प्रक्रियाओं में भाग लेने से कम से कम पांच साल की अवधि के लिए प्रतिबंधित करना, जिसे नियोक्ता के विवेक पर आगे बढ़ाया जा 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 की दृष्टि से किसी बिचौलिए या एजेंट या ब्रोकर को इस समझौते के उल्लंघन में भुगतान की गई सभी राशियों की वसूली के लिए।

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.

ऐसे मामलों में जहां नियोक्ता द्वारा निविदाकर्ता के साथ हस्ताक्षरित किसी अनुबंध के संबंध में अपरिवर्तनीय साख पत्र प्राप्त हुए हैं, उसे नहीं खोला जाएगा।

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 समझौते के उल्लंघन के लिए मंजूरी लगाने के लिए कोई कारण बताए बिना नियोक्ता द्वारा इसे जब्त करने के निर्णय के मामले में द्वारा परफार्मेंस बांड की जब्ती।

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 इस समझौते के पैरा में उल्लिखित सभी या किसी भी कार्रवाई को निविदाकर्ता या उसके द्वारा नियोजित किसी भी व्यक्ति या उसकी ओर से कार्य करने वाले (चाहे हमारे द्वारा निविदाकर्ता के ज्ञान के बिना) के आयोग पर भी करने का हकदार होगा। भारतीय दंड संहिता, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार की रोकथाम के लिए अधिनियमित किसी अन्य कानून में परिभाषित अपराध पर कार्रवाई करने का अधिकार होगा।

The EMPLOYER will be entitled to take all or any of the actions mentioned at para of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with our 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 हालांकि, निविदाकर्ता इस समझौते के प्रयोजनों के लिए नियुक्त स्वतंत्र बाहरी मॉनिटर से संपर्क कर सकता है।

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 External Monitor(s) appointed for the purposes of this Pact.

उल्लंघन शर्त / Breach Condition / Fall Clause

निविदाकर्ता यह वचन देता है कि उसने भारत सरकार के किसी अन्य मंत्रालय /विभाग अथवा सार्वजनिक उपक्रम के संबंध में वर्तमान बोली में प्रस्तावित मूल्य से कम कीमत पर समान उत्पाद/प्रणालियों

या उप-प्रणालियों की आपूर्ति नहीं की है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय /विभाग या सार्वजनिक क्षेत्र के उपक्रम को कम कीमत पर आपूर्ति की गई थी, तो वही कीमत बीते हुए समय के लिए उचित छूट के साथ लागू होगी। यदि अनुबंध पहले ही समाप्त हो गया है, तो वर्तमान मामले और लागत में अंतर को निविदाकर्ता द्वारा नियोक्ता को वापस कर दिया जाएगा।

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 बाहरी मानिटर / Independent External Monitors

नियोक्ता ने केंद्रीय सतर्कता आयोग के परामर्श से इस समझौते के लिए स्वतंत्र बाहरी मॉनिटर श्री पी. के. सांगवार (इसके बाद मॉनिटर के रूप में संदर्भित) को नियुक्त किया है।

The EMPLOYER has appointed Independent External Monitor Shri Jagdeep Kumar Ghai, P&TA, FS (Retd) (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

मॉनिटर का कार्य स्वतंत्र और निष्पक्ष रूप से समीक्षा करना होगा कि पक्षकारों / पार्टियां इस समझौते के तहत दायित्वों का पालन करती हैं या नहीं।

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.

मॉनिटर पक्षकारों / पार्टियों के प्रतिनिधियों के निर्देशों के अधीन नहीं होगा और अपने कार्यों को निष्पक्ष और स्वतंत्र रूप से करेगा।

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

दोनों पक्ष स्वीकार करते हैं कि मॉनिटर्स को बैठक के कार्यवृत्त सहित परियोजना/खरीद से संबंधित सभी दस्तावेजों तक पहुंचने का अधिकार है।

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

मॉनिटर को इस समझौते के उल्लंघन का पता चलता है या विश्वास करने का कारण होता है, तो वह नियोक्ता द्वारा नामित प्राधिकरण को सूचित करेगा।

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 स्वीकार करता है कि मॉनिटर के पास नियोक्ता द्वारा प्रदान किए गए दस्तावेजों सहित नियोक्ता के सभी परियोजना दस्तावेजों तक बिना किसी प्रतिबंध के पहुंच का अधिकार है। निविदाकर्ता मॉनिटर को उनके अनुरोध और वैध हित के प्रदर्शन पर, उनके परियोजना प्रलेखन के लिए अप्रतिबंधित और बिना शर्त पहुंच प्रदान करेगा। यही बात उप-निविदाकर्ताओं पर भी लागू होगी। मॉनिटर निविदाकर्ता/उप-निविदाकर्ता(ओं) की जानकारी और दस्तावेजों को गोपनीय रखने के लिए संविदात्मक दायित्व के अधीन होगा।

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/पार्टियों के बीच सभी बैठकों के बारे में पर्याप्त जानकारी मॉनिटर को प्रदान करेगा बशर्ते ऐसी बैठकें पार्टियों के बीच संविदात्मक संबंधों पर प्रभाव डाल सकती हैं। पार्टियां मॉनिटर को ऐसी बैठकों में भाग लेने के विकल्प की पेशकश करेंगी।

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.

मॉनिटर, नियोक्ता/ निविदाकर्ता से सूचना प्राप्त होने की तिथि से 8 से 10 सप्ताह के भीतर नियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और यदि आवश्यक है, 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 समझौते के किसी भी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी भी आरोप के मामले में, नियोक्ता या उसकी एजेंसियों को निविदाकर्ता के बही-खातों सहित सभी दस्तावेजों की जांच करने का अधिकार होगा और निविदाकर्ता अंग्रेजी में आवश्यक जानकारी और दस्तावेज उपलब्ध करेगा तथा इस प्रकार की जांच में हर संभव मदद करेगा।

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 कानून के अधीन होगा। कार्य स्थान और अधिकार क्षेत्र नियोक्ता का स्थान 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 कार्रवाईयाँ किसी भी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होगी, जो किसी भी नागरिक या आपराधिक कार्यवाही से संबंधित मौजूदा कानून के प्रावधानों के अनुसार हो सकती हैं।

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

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

यदि, इस करार के एक या कई प्रावधान अमान्य हो जाते हैं, तो इस समझौते का 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 निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at _____ on -
_____.

नियोक्ता / EMPLOYER

निविदाकर्ता / TENDERER

पदनाम/ Designation

मुख्य कार्यकारी अधिकारी
Chief Executive Officer

नाबार्ड NABARD

अधिकारी का नाम
Name of the Officer

पार्टियां इसके द्वारा इस इंटीग्रिटी पैक्ट पर हस्ताक्षर करती हैं

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.

Annexure F

Undertaking regarding ownership of requisite hardware

(On letterhead of the Bidder)

Date: _____

To
The Chief General Manager,
Department of Premises, Security and Procurement,
National Bank for Agriculture and Rural
Development,
Mumbai – 400 051.

Dear Sir,

We hereby confirm that our organization has all requisite hardware in possession for successful execution of services mentioned under fixed asset inventory management services. We will also be able to provide required type and number of RFID and QR code tags for asset tagging during contract period.

Please see below details of required hardware –

	Count	Make	Model	Owned (Yes/ No)
RFID Reader				
RFID Printer				
QR Code Reader				
QR Code Printer				

We assure you that fixed asset inventory management services work will not get impacted due to any hardware related issues.

Yours Faithfully,

(Authorized Signatory)

Name and Designation:

Confirmation on encoding practices for RFID and QR Code tags

(On letterhead of the Bidder)

Date: _____

To
The Chief General Manager,
Department of Premises, Security and Procurement,
National Bank for Agriculture and Rural Development,
Mumbai – 400 051

Dear Sir,

We hereby confirm compliance to special condition mentioned in Part IV-Clause 10(vii) of General Terms and Conditions. We have configured RFID and QR code tags in such a way that any reader/ scanner available in the market will be able to detect all encoded details in these RFID and QR code tags. We will ensure the same for future addition/ replacement related requirements of RFID and QR code tags.

Yours faithfully,

(Authorized Signatory)

Name and Designation:

Type and Count of Fixed Assets

Sr. No.	Asset Classification	Quantity (No.)
1	Electronic Assets	2200
2	Non-electronic metallic Assets	2200
3	Non-electronic non-metallic Assets	5600
4	Non erasable, non tearable QR code tags	6000

PROFORMA OF EMD CREDIT DETAILS**(EMD details to be filled by bidders)****Request for Quotation for Fixed Asset Inventory Management Services at NABARD Head Office, and 06 Staff Quarters, Mumbai**

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	
** Attach Bank Statement showing amount debited from account, on or before last date of submission of tender.	

Date:

Place:

Signature with seal:

PROFORMA OF FURNISHING THE PAYMENT DETAILS

Request for Quotation for Fixed Asset Inventory Management Services at NABARD Head Office, and 06 Staff Quarters, Mumbai

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 (enclose copy of cancelled cheque)		

Name of the Agency:

Date:

Place:

Signature with seal:

Proforma for Asset reconciliation

Internal Inventory Barcode No.	Asset Desc.	Asset type	Asset sub type	Premises S.No	Date of purchase	Registration date	Purchase cost	Make & mode;	Machine S.No	Engine No.	Chasis No.	Capital item	Revenue item	Purchased by deptt code	Assigned to Deptt code	Floor	Wing	Cabin No.	Others (Work area/ Conference	Warranty period	Warranty up to	Covered under AMC (Y/N)	Insurance req	Transferred in	Transferred from	Book value at the time of	GL code	ER code	Any other particulars	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Date:

Place:

Signature with seal:

