



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

**TENDER for Supply, Installation, Testing and Commissioning of Two X-Ray  
Baggage Scanner System with CAMC Period of 5 Years at NABARD Head  
Office Mumbai**

**Department of Premises, Security and Procurement**

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

This tender document contains pages from 1 to 96

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**

**National Bank for Agriculture and Rural Development**

परिसर, सुरक्षा एवं अधिप्राप्ति विभाग

प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: +91 22 6812 0050 • ई मेल: [dpss.pss@nabard.org](mailto:dpss.pss@nabard.org)

**Department of Premises, Security and Procurement**

Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: +91 22 6812 0050 • E-mail: [dpss.pss@nabard.org](mailto:dpss.pss@nabard.org)

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REF. NO. NB. DPSP-PSS / / X Ray Baggage Scanner/ NABARD Head Office/ 2025-26

Date: 22<sup>nd</sup> December 2025  
M/s

Dear Sir,

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

**TENDER for Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner System with Comprehensive Annual Maintenance Contract (CAMC) period of 5 years at NABARD Head Office, BKC – Mumbai.**

NABARD invites offer for the work of Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office, BKC - Mumbai from prospective bidders. The tender document will be available on CPPP website "<https://eprocure.gov.in/eprocure/app>" and on the Bank's website "<https://www.nabard.org.in>" under the menu "Tenders" from 22<sup>nd</sup> December 2025, 02:00 PM onwards.

2. All the interested bidders must register themselves with CPPP Portal for participating in the tendering process.

3. The schedule for the tendering process is as under:

Sl. No.	Activity	Tentative date
1	Name of the Work:	Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office, BKC - Mumbai
2	Mode of Tender:	e-Procurement System, online (Part I – Techno-Commercial Bid and Part II - Financial Bid through the website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
3	Date & time from which NIT (along with complete tender documents) will be available to the parties for download at website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and Tender section of <a href="https://www.nabard.org">https://www.nabard.org</a>	22 <sup>nd</sup> December 2025 02:00 PM onwards.
4	Date and venue of the Pre-Bid Meeting:	29 <sup>th</sup> December 2025 at 11:00 AM. Venue: - Ground Floor 'C' Wing, DPSP, NABARD Head Office, Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
5	Estimated cost of the work:	₹ 50,00,000/- (Rupees Fifty Lakh Only) (inclusive of GST) CAMC: ₹ 9,00,000/- (inclusive of GST) for a period of 5 years.

		EMD of ₹ 1,18,000/- shall be paid through NEFT in the following account.										
		<table border="1"> <tr> <td><b>Name of Account</b></td><td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td></tr> <tr> <td><b>BANK NAME</b></td><td>NABARD</td></tr> <tr> <td><b>BRANCH NAME</b></td><td>HEAD OFFICE, MUMBAI</td></tr> <tr> <td><b>IFSC code</b></td><td>NBRD0000002</td></tr> <tr> <td><b>Account Number</b></td><td>NABADMN07</td></tr> </table>	<b>Name of Account</b>	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT	<b>BANK NAME</b>	NABARD	<b>BRANCH NAME</b>	HEAD OFFICE, MUMBAI	<b>IFSC code</b>	NBRD0000002	<b>Account Number</b>	NABADMN07
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<b>BANK NAME</b>	NABARD											
<b>BRANCH NAME</b>	HEAD OFFICE, MUMBAI											
<b>IFSC code</b>	NBRD0000002											
<b>Account Number</b>	NABADMN07											
		<p>The bidders are also advised to enclose the proof of remittance with transaction details (scanned copy) in the technical bid.</p> <p>or</p> <p>EMD may be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender document and a copy may be enclosed in the technical bid. Original Bank Guarantee needs to be submitted <b>in person</b> at DPSP at Ground Floor 'C' Wing, NABARD Head Office, Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.</p> <p>Or</p> <p>Valid MSE/ Udyam registered certificate against the Works if seeking exemption from EMD to be enclosed with NSIC enlistment wherein their monetary limit and validity is indicated.</p>										
6	Earnest Money Deposit (EMD)											
7	Time allowed for completion of the work being reckoned from the day of issue of work order	60 Days										
8	Last date of submission of tender	Till 02:00 PM on 12 <sup>th</sup> January 2026 with facility of auto extension for 10 days in CPPP portal if minimum 03 bids are not submitted by 02:00 PM on 12 <sup>th</sup> January 2026.										
9	Date & Time of opening of Part-I (i.e., Techno-Commercial Bid):	12 <sup>th</sup> January 2026 at 03:00 PM										
10	Date & Time of opening of Part- II (i.e., Financial Bid)	Will be communicated to all the eligible bidders/contractors.										
11	Tender fees for download from portal	Nil										
12	Validity of the Tender	3 months from the date of opening of price bid										
13	Liquidated Damages	0.25% of accepted contract amount per week subject to a maximum of 5% of total value of accepted contract amount.										
14	Tender Fees	Nil										

5. Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information. It may be noted that it will be a 02-bid system tendering wherein the 1<sup>st</sup> bid will be 'Technical Bid' and 2<sup>nd</sup> bid will be the 'Price Bid'.

6. Technical Bid (Part-1) shall contain: EMD counter-foil/receipt/ transaction BG Or required MSE and NSIC enlistment certificate, Notice Inviting Tender, Form of Tender, eligibility criteria, general & special terms and conditions, technical specifications, annexures etc.
7. Integrity Pact – The tenderers have to submit the Integrity Pact at their own cost on ₹ 200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. Bid documents will not be considered in the absence of Integrity Pact. Bank has appointed Independent Monitor, Dr. Rabindra Kumar IFoS (Retd.) (hereinafter referred to as Independent External Monitor) for this work.
8. The part II (price bid) of such bidders/contractors who are found eligible after scrutiny of their Part I of the tenders, will be opened on a subsequent working day which will be intimated to all the eligible bidders/contractors. Price bid shall contain duly priced bill of quantities. It should not contain any conditions whatsoever and any conditional bids shall be rejected.
9. NABARD reserves the right to accept or reject any or all tenders without assigning any reasons therefor.
10. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

Note: All the tenderers may please note that any addendum/ corrigendum to the tender, if issued in future, will only be notified on the Bank's website and CPPP Website as given above and will form part of the tender.

Sd/-  
 Satchidananda Prusty  
 Deputy General Manager  
 NABARD

Date: 22<sup>nd</sup> December 2025

### Form of Tender

To,

Place:-  
Date:-

The Chief General Manager  
Department of Premises, Security & Procurement  
National Bank for Agriculture & Rural Development  
Head Office, BKC - Mumbai - 400051

Madam / Dear Sir,

We have carefully examined the scope of work, specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the Tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance with general and special terms & conditions, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

1	Description of works	Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office, BKC - Mumbai
2	Estimated cost	₹ 50,00,000/- (Rupees Fifty Lakh Only) (inclusive of GST) CAMIC: ₹ 9,00,000/- (inclusive of GST) for a period of 5 years.
4	Earnest Money Deposit	₹ 1,18,000/-
5	Time allowed for completion of the work being reckoned from the day of issue of work order	60 days
6	Defect Liability Period	01 Year from the date of virtual completion
7	Comprehensive Annual Maintenance Contract	5 years from the date of completion of Defect Liability Period.
8	Retention Money Deposit	The Bidder has to submit the RMD/ Bank Guarantee of 5 % of accepted contract amount.
9	Security Deposit	The security deposit will be 5% of total value of accepted contract amount executed either in the form of Bank Guarantee (BG) or remittance through NEFT/ RTGS. The 50% of Security Deposit will be refunded after the expiry of defects liability period. Remaining SD will be paid after the completion of CAMC period of 5 years. No interest will be paid on it (EMD/ RMD/ SD/ BG).
10	Clarification	Bidders have to submit the detailed rate analysis with justification for the rates quoted by them, if required by the Bank.
11	Site Visit	Bidders shall undertake <b>mandatory site visit</b> to understand the scope of work prior to pre-bid meeting.

2. We also agree that our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part II of the Tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of Tender.

3. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor. We have deposited a sum of ₹ 1,18,000/- as earnest money with the NABARD, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the NABARD.

5. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

For and on behalf of M/s \_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

### Eligibility Criteria

1. The firm should be either Original Equipment Manufacturer (OEM) of the X-Ray Baggage Scanner System to be offered or a Joint Venture with the OEM of the X-Ray Baggage Scanner System to be offered or an authorized dealer of the OEM of the X-Ray Baggage Scanner System to be offered. Bidder should submit OEM Authorization Certificate
2. Minimum 5 years (as on 31.03.2025) of experience in the field of undertaking similar works viz. SITC of X-Ray Baggage Scanner System at any Govt. organizations/ PSUs/ Banks/ Corporate Bodies. The similar work should have been undertaken for at least 15 locations during the last 05 years. Following documents should be submitted: Copy of work order (s)/ Completion Certificate (s).
3. Have executed successfully similar works viz. SITC of X-Ray Baggage Scanner System to any Govt. organizations/ PSUs/ Banks/ Corporate Bodies during the last 5 years (as on 31.03.2025) should be either of the following: -
  - a. Three similar completed works whose individual work value is costing not less than ₹ 23,60,000/-
  - b. Two similar completed works whose individual work value is costing not less than ₹ 29,50,000/-
  - c. One similar completed works whose individual work value is costing not less than ₹ 47,20,000/-

Please attach documentary evidence for the above.

**Definition of Similar Works:** “Similar works” for the purpose of qualification: Providing X Ray Baggage Scanner System with Installation Cost and date of completion.

4. Have a minimum yearly turnover of 100% of the estimated cost i.e. ₹ 59 lakhs during the last three financial years (ending in 31.03.2025). Attach documentary evidence.
5. Full-fledged service centre should be available for the specified job in areas of municipal corporations of Mumbai Metropolitan Region (MMR)/ Thane/ Navi-Mumbai where from required quality after sales services can be regularly provided. Proof of address of service centre and the relevant Rent Agreement/ Registration Certificates/ Electricity Bill/ Water Bill must be submitted.
6. Should furnish solvency certificate issued by the Applicant’s banker specifically for the purpose of the work, for an amount of ₹ 59 lakh (Annexure-II)
7. The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three financial years (ending 31.03.2025). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/ certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three financial years.

8. Copies of Income Tax Return filed for last three financial years ending in 31.03.2025.
9. Bidder should not have been blacklisted by any State/ Central Government Department or Central/ State PSUs or globally during the last 3 years as on 31.03.2025. The contractor should submit undertaking in their letter head for the same. The undertaking/affidavit should be of latest date and in original as per the format mentioned in Annexure XII.
10. Site survey is mandatory for all Bidders before quoting, in order to completely understand the scope, requirement & site condition. Bid shall be outrightly rejected if site survey is not done. Bidder to inform to this office, date and time through email ([dpsc.pss@nabard.org](mailto:dpsc.pss@nabard.org)) regarding conduct of survey and furnish a certificate for the same after conducting the survey (Annexure XIII).
11. The bidder to submit documents for various tests to be carried out viz. Single Wire Resolution Test, Useful Penetration Test, Multi Energy X Ray Test, Simple Penetration Test, & Spatial Resolution Test. The bidders should submit documents in support of the above tests failing which their tender will be liable for rejection.
12. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, Type Test Certificate, Approval Certificates and other Certificates as prescribed in the Product Specification given in the bid document.
13. Contractor should submit Client's Certificate: Performance of Contractor (Annexure VI) from at least five of their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre- qualification) criteria explained in this notice.
14. The tenderers have to submit the Pre Contract Integrity Pact (Annexure IX) at their own cost on ₹ 200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.
15. All the Annexures enclosed in tender documents.
16. EMD amount of ₹ 1,18,000/- in case not seeking exemption or in the form of Bank Guarantee (BG) of equivalent amount. Valid MSE/ Udyam Aadhar certificate against the Works if seeking exemption from EMD. In case of exemption, they need to submit valid MSE registered certificate (specifying X Ray Baggage Scanner and associated equipment/ services) along with NSIC enlistment wherein their monetary limit which is required up to EMD value is indicated.
17. Copy of GST Registration Certificate & PAN Card
18. Make in India class I local supplier certificate. (Annexure X)
19. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT) of GOI) and revised further. (Annexure VII)

**Note:**

- a. Any omission/ false and/or inadequate information may result in rejection of the tender.
- b. Failure to attach requisite documents will render applicant not eligible for qualification of bid.
- c. The applicant should also produce original documents for verification if called for.
- d. **Basic Information:** -

The firm shall submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process.

(a)	<b>Composition of the firm</b>	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document
(b)	<b>Work experience &amp; Completion of similar works of specified value during the specified period</b>	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works i.e SITC of X-Ray Baggage Scanner system should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the NABARD at any center, should also be given.
(c)	<b>Credit worthiness of the contractor and their turnover during the specified period</b>	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(d)	<b>Name(s) and address(es) of the Bankers and their present contact executives</b>	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(e)	<b>Details of bank accounts</b>	Full particulars of their bank accounts, like account no. type, IFSC code etc. should be given.
(f)	<b>Name(s) and address(es) of the Clients and their present contact executives</b>	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(g)	<b>Details of completed works</b>	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), Name(s) and full contact-

		details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
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- e. In the event of tenderer's failure to satisfy the Bank's criteria; the Bank reserves the right to reject their tender.
- f. Filled and signed Tender documents (Part I & II) in prescribed form shall be uploaded on CPPP website. Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter.
- g. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers by a mail / message.
- h. Applications/tenders received without the above documents may be rejected. The Bank shall have the right to independently verify these documents. The Bank shall evaluate the said reports before evaluation of price bid (Part-II) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
- i. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

### **Important instructions for e-procurement**

You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

<b>Process of tendering</b>	
1	<p>Registration: - The process involves vendor's registration with CPPP. Only after registration, the vendor(s) can submit his/their bids electronically.</p> <p><b>SPECIAL NOTE:</b> The price bid and the commercial bid has to be submitted on-line at '<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>'</p>
2	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be acceptable by NABARD Head Office Mumbai. Such bidder(s) will be intimated about the date of opening of Part II (Price bid), through e-mail.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would be no negotiations hence please submit your most competitive prices while submitting the price bid. In case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the work order may be awarded to the lowest bidder</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	All notices and correspondence to the bidder(s) shall be sent by e-mail to <a href="mailto:dpsc.pss@nabard.org">dpsc.pss@nabard.org</a> only during the process till finalization of tender by NABARD Head Office Mumbai.
5	<p>(A) Bidders are requested to see the NABARD web site (<a href="http://www.nabard.org">www.nabard.org</a>) at regular intervals before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the bidders.</p> <p>(B) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see NABARD and CPPP website for the same.</p>
6	Tender cannot be accessed after the due date and time mentioned in NIT
7	<p>Bidding in tender:</p> <p>(A) Bidder(s) need to submit necessary EMD/ MSE certificate related to installation of X Ray Baggage Scanner to be eligible to bid online in the Tender. No interest will be paid on EMD.</p>

	<p>(B) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the tender by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>(C) Rate to be quoted should be in Indian Rupee (both in figure and word) as per the tender document.</p>
8	NABARD has the right to cancel this tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
9	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in CPPP & NABARD website.
10	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
11	The bid will be evaluated based on the filled-in technical & commercial formats
12	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. If the vendor is MSE and any of the information furnished by the bidder is found to be false during scrutiny then an email/ letter will be issued to MSE with respect to initiating necessary legal actions against the defaulting MSE agency.

### **General Terms & Conditions**

1. The tender shall be submitted online. The tender will be in two parts i.e. Part I containing technical specifications of equipment's offered, and the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall be submitted through online. Part II of the tenders will be opened on a subsequent date under intimation to all the tenderers. Telegraphic, Fax and e-mail tenders will not be accepted. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.
2. Tenderers are advised to use only the forms available in the NABARD website/ CPPP. Each page of the tender document shall be signed and uploaded.
3. Tenderers are advised to submit tender on CPPP website ('<https://eprocure.gov.in/eprocure/app>') within the stipulated time schedule.
4. If applicants desire to submit additional information, they may upload the same on CPPP website on their own letter head/ paper. Each page of the forms shall be signed and submitted/ uploaded. The tender should be uploaded online within the stipulated time/ date i.e., till 02:00 PM on 12<sup>th</sup> January 2026.
5. Part I – Technical & Commercial
6. Part I – Shall contain the unpriced tender consisting of complete technical specification including form of tender, EMD, eligibility criteria, basic information, general terms and conditions, scope of work, integrity pact, articles of agreement, technical specification, equipment data sheet, makes of materials and the desired documents. The NEFT details shall be uploaded with the tender/ mail to [dpss.pss@nabard.org](mailto:dpss.pss@nabard.org) or Bank Guarantee in lieu of EMD shall be submitted in person to Ground Floor 'C' Wing, DPSP, NABARD Head Office, Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 till 02:00 PM on 12<sup>th</sup> January 2026.
  - a.
  - b. Part I of the tender as submitted in online shall contain the following:
    - i. Details of NEFT and Bank Guarantee in lieu of Earnest money shall be submitted in person to Ground Floor 'C' Wing, DPSP, NABARD Head Office, Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 till 02:00 PM on 12<sup>th</sup> January 2026 Hrs.
    - ii. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
    - iii. Any other technical information the tenderer wishes to furnish.
    - iv. Detailed proposed layout drawing and full equipment details.
    - v. A letter from the Original Equipment Manufacturer (OEM), authorizing the bidder to participate in this tender (Annexure VIII).

- vi. **Product support for minimum 10 years is desired at initial stage which is subject to renewal based on satisfactory performance.** Tenderer shall specifically indicate the product support offered against this tender & submit an undertaking in this regard.
- vii. The tenderer should have maintenance set-up at Mumbai. Address & telephone/ fax nos. of maintenance set-up shall be indicated.
- viii. Technical data sheet as given under Section-VII shall be filled up giving full information.
- ix. Other Certificates/ Declarations as per Annexures enclosed to be submitted.
- x. The Tenderers have to visit the site of installation and acquaint themselves of the site conditions before submitting tender.
- xi. The tenderers are advised to upload the tender based strictly 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 is liable to be rejected.
- xii. The tenderers shall upload full details of the patent, trademark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- xiii. All information, correspondence letters shall be submitted and addressed to CGM - DPSP, Ground Floor, NABARD Head Office, Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051

**7. Part II -Price bid:** - Part II containing price bid.

- a. This part shall contain prices in Indian Rupees only as per format (Part II) given in the tender. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- b. Rates should be quoted in columns specified through online process. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- c. The rates quoted shall be inclusive of GST, levies, material & labour cost, insurance, transportation, profit, overheads or any other taxes etc. The tenders will be evaluated based on Total cost of ownership (TCO) which will include the cost quoted for the SITC of 02 Nos. of X Ray Baggage System, the rates quoted for Comprehensive Annual Maintenance Contract for a period of 5 years after the expiry of 1 year of Defect Liability Period after issuing of Virtual Completion Certificate and the buyback rates of 02 X Ray Baggage Machines which are installed at Head Office, BKC - Mumbai. The rate shall be firm and binding without any escalation.

d. For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates per unit shall only be acceptable.

#### 8. **Pre-Bid Meeting**

a. A pre-bid meeting will be held at 11:00 Hrs on 29<sup>th</sup> December 2025 to clarify any point/doubt raised by the bidders in respect of the tender. No separate communication will be sent for this meeting. All communication regarding points requiring clarifications shall be mailed to [dpsc.pss@nabard.org](mailto:dpsc.pss@nabard.org) before 11:00 AM on 29<sup>th</sup> December 2025. It is advised to the firms to attend the pre bid meeting to get clarification from the Bank. No request for change in the date of Pre-bid meeting will be entertained. After Pre-bid meeting, submission of any deviations in the tender conditions along with Part-I of the tender is liable for rejection of the tender.

#### 9. **Opening of Tender: -**

a. Part-I of the tender will be opened on 12<sup>th</sup> January 2026 at 03:00 PM provided minimum 03 Nos. of bids are submitted by 02:00 PM on 12<sup>th</sup> January 2026 otherwise the opening of Part-I will be auto extended by 10 days. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part –I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers.

#### 10. **Scope of Work: -**

The scope of work shall include the followings.

a. Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner at NABARD Head Office, BKC - Mumbai.

b. Buy back of 02 Nos. of existing X-Ray Baggage Machines which are installed at NABARD's Head Office at BKC Mumbai.

c. Delivery of all equipment's/ materials to Bank's site at Mumbai including packing, handling, transporting, insurance, loading/unloading at site in Mumbai.

d. Providing all-inclusive service including all spares, etc. during warranty period.

e. Providing Comprehensive AMC for 5 years during post warranty period. The terms and conditions for CAMC are as followed: -

i. The contract will be fully comprehensive in nature including software & free replacement of all spares excluding consumables like battery, acrylic tunnel cover, lead flaps and conveyor belt.

ii. One quarterly service shall be provided for machines and accessories and ANY NUMBER of breakdown calls round the clock. Preventive maintenance should include all the activities as recommended by the OEM including testing to ensure all safety interlocks, warning lamps, light curtains and sensors are functioning properly. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of man/material/transport etc. and the tenderers will have to make their own

arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects.

- iii. Payments will be made on half yearly basis on receipt of payment request from you.
- iv. Once approved by the bank, no request for increase in rate of CAMC will be entertained during the tenure of contract.
- v. The corrective maintenance call will be attended as per Paragraph 17 (b) of this tender document.
- vi. In case the system is damaged due to calamities like earthquake, rain, fire, lightning, abnormal electrical fluctuations etc., the same will be repaired by the contractor at the cost of NABARD.
- vii. Training may also be conducted for NABARD personnel on the use of equipment as and when required during DLP and CAMC period.
- viii. CAMC period may be extendable for further period subject to the satisfactory performance of the bidder.
- f. The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications.
- g. The tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.
- h. If the vendor/ contractor fails to commence the work awarded to him / her within the prescribed time limit, then Bank at his own discretion and has its own right shall be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Retention Money Deposit/ Security Deposit or debarring the bidder from participating in tenders invited by the Bank in future. If the vendor is MSE and it fails to commence the work awarded to him/ her within the prescribed time limit, then an email/ letter will be issued to MSE with respect to initiate necessary legal actions against the defaulting agency.
- i. The tenderer shall undertake all insurance/ policies till the virtual completion of work against loss or damage by fire for protection of equipment and personnel.
- j. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time-to-time issue written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to:
  - i. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

- ii. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material here for.
- iii. The removal and/or re-execution of any works executed by the Contractor.
- iv. The dismissal from the works of any persons employed thereupon.
- v. The amending and making good of any defects under clause 46 of General Terms & Conditions.

**11. 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.

**12. Lowest tender not necessarily to be accepted: -**

- a. The Bank is not bound to accept the lowest or any tender or to assign any reason for non acceptance.
- b. 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 the Bank may elect to modify/withdraw the tender.

**13. Earnest Money Deposit, Initial Security Deposit & Retention Money Deposit during Defect liability period and Comprehensive Annual Maintenance contract period: -**

1. EMD of ₹ 1,18,000/- shall be paid through NEFT. Details of NEFT are as follows: -
<b>Name of Account</b> NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
<b>BANK NAME</b> NABARD
<b>BRANCH NAME</b> HEAD OFFICE, MUMBAI
<b>IFSC code</b> NBRD0000002
<b>Account Number</b> NABADMN07

The bidders are also advised to enclose the proof of remittance with transaction details (scanned copy) in the technical bid.

or

EMD may be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender document and a copy may be enclosed in the technical bid. Original Bank Guarantee needs to be submitted in person at DPSP at Ground Floor 'C' Wing, NABARD Head Office, Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.

Or

Valid MSE/ Udyam registered certificate against the Works if seeking exemption from EMD to be enclosed with NSIC enlistment wherein their monetary limit and validity is indicated.

2. The EMD deposited of all the tenderer other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.
3. 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.
4. The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful tenderer till the date fixed by the Bank.
5. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall within 14 days from the issue of work order sign an agreement in accordance with the draft agreement and the Schedule of Conditions
6. EMD will be forfeited in the following situations:
  - a. If the vendor/ contractor withdraws bid after opening of the technical bid.
  - b. If the vendor/ contractor fails to commence the work awarded to him / her within the prescribed time limit.

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

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

3. The Contractor shall have the option to have the balance retention money replaced by a Bank Guarantee of equivalent amount, which will be retained with the Employer till the end of the CAMC period of 5 years.

4. The 50% of retention money shall be released only upon expiry of the Defects Liability Period and on determination and settlement of the Contractor's Final Bill, whichever is later. Balance 50% of Retention money will be returned after the completion of CAMC Period of 5 years.
5. If the Contractors do not carry out the rectification work during the Defects Liability Period, then the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of such repairs from the amount so retained.
6. If the tenderer after acceptance of work order opposes (verbally/ written) the deduction of 5% of total value of accepted contract amount from the Running Bills then their tender is liable to be cancelled and the EMD deposited shall be forfeited without prejudice for further loss or damage.
7. The Bank reserves the right to retain RMD in case of unsatisfactory performance of the terms and conditions during Defect Liability Period (DLP) and CAMC period set out in the tender at any time during the currency of committed period of 6 years [DLP-1 year and CAMC: 5 year].

**13. Terms of payment:** - The payment for the works to be executed under this contract shall be made as followed and no variation in the mode of payment will be acceptable to the NABARD.

- I. No advance payment.
- II. 50% payment of the total amount of Supply, Installation, Testing and Commissioning (SITC) of 02 Nos. of X Ray Baggage System will be on supply of items.
- III. 25% payment on installations, erection and testing and
- IV. 25% on testing, commissioning, programming and handing over of the X Ray Baggage System subject to retaining 5% under Retention Money Deposit. The Bank will recover 5% amount in every paid bill and the same will be released on submission of a Bank guarantee in a form acceptable to the bank towards Retention Money Deposit.
- V. Manufacturer's Inspection and Test Certificates.
- VI. Policies of insurance covering all the risk during transit, storage, installation, commissioning & handing over including third party liabilities as per tender conditions.
- VII. Any other statutory documents such as excise duty, octroi etc., if required.
- VIII. No payment will be made without valid insurance policies.
- IX. Apart from the initial security deposit to be made by the Contractor as aforesaid, the retention money shall be deducted from running bills @ 5% of the total value of accepted contract amount after adjusting the initial security deposit and claimed in each running account bill. The 50% of Security Deposit will be refunded after the expiry of defects liability period. Remaining SD will be paid after the completion of CAMC period (5 years). No interest will be paid on it.

X. The payment of CAMC shall be made half yearly on submission of the bill towards the same after completion of satisfactory services

14. **Taxes:** The prices quoted for SITC of equipment and CAMC shall be inclusive of GST, including other components viz. custom duty, excise duty, or any other taxes/ duties imposed by State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, Contractor All Risk (CAR) policy (For full amount of total value of accepted contract amount), workmen compensation and third party liability etc. shall be deemed to have been included in the quoted rates. 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.

15. **Insurance:** -

The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of work against loss or damage by fire in the joint names of the employer and the contractor (**the name of the former i.e. NABARD Head Office, Mumbai** being placed first in the policy) for 1.25 times the amount of contract value. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within fourteen days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any money due, etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.

- a. Storage, erection, testing and commissioning policy.
- b. Transit insurance for transportation from manufacturer's works to site (by Air/sea/Road etc. as applicable).
- c. Workmen compensation policy for the employees of the contractor at site.
- d. Third party liability policy for a total of ₹ 10.00 lakh and with a limit of Rs. 2 lakhs per accident.

**Note:** These policies shall be valid till the completion of the work & in the joint name of NABARD Head Office Mumbai with NABARD name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

16. **Completion Period:** -

- a. 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 date of issue of work order. The work shall throughout the stipulated period of the contract be proceeded with

all the 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 Clause 69 of General Terms & Conditions herein of this tender document.

- b. The contractor shall submit a Bar Chart for completion of the work within the contractual completion period after the issue of work order. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.
- c. Bank will provide lockable storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

**17. *Warranty / Defects Liability Period.***

- a. The equipment supplied & installed i.e., the entire work, shall be guaranteed against all types of defects for a period of one year from the date of virtual completion certificate handing over of the equipment to the Bank. Any defects found in the system/sub-assemblies within the guarantee period shall be rectified/ replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier, as prescribed by the manufacturer, shall be carried out free-of-cost. Tenderer shall also indicate the service facility available at the places of installation and technical set-up and the telephone number and address of their service centre. The tenderers shall indicate details such as the service centre from which the proposed systems will be serviced, the staff strength at that centre and the availability of spares for the system at that centre. The tenderers shall also quote their charges for providing all-inclusive comprehensive maintenance service applicable after the expiry of the one-year guarantee period/ DLP. The scope of the contract will include at least FOUR servicing/ preventive maintenance at quarterly intervals in a year and ANY NUMBER of breakdowns calls round the clock. Preventive maintenance should include all the activities as recommended by the OEM including testing to ensure all safety interlocks, warning lamps, light curtains and sensors are functioning properly. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of man/material/transport etc. and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. The tenderers have to quote CAMC rate (inclusive of GST) for each year up to 5 years after DLP. The rates quoted for CAMC for 5 years shall remain firm without any escalation. Payment for CAMSC shall be on half yearly basis on rendering satisfactory service. In other words, an assured life and service support will be provided for a total of 6 years (DLP: 1 year and CAMC: 5 years) period after commissioning and handing over of the system for use.
- b. During the period of Contract, the system shall be serviced and maintained as per frequency described in this tender document for CAMC to ensure that all the system equipment is functioning normally and satisfactorily. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be payable, as given below, by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

Sl. No.	Type of Defects	Rectification time	Penalty
a	Any defects resulting in total failure of the system	24 hours	₹ 500 per day after 24 hours lapse
b	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	₹ 200 per day after 72 hours lapse

**18. Evaluation of Tenders: -**

The tenders will be evaluated based on Total cost of ownership (TCO) which will include the cost quoted for the SITC of X Ray Baggage System and the rates quoted for Comprehensive Annual Maintenance Contract for a period of 5 years after the expiry of 1 year of Defect Liability Period. Payment terms for Service Maintenance contract will be as half yearly payment after satisfactory completion of the service.

**19. Packing and Dispatch: -**

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's Head office building.

**20. Signing of Contract Agreement: -**

- a. The General instructions to the tenderers and special conditions, conditions herein before referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- b. 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. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.
- c. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- d. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall within 14 days from the issue of work order sign an agreement in accordance with the draft agreement and the Schedule of Conditions
- e. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the RMD shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

**21. Language**

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

**22. Right to Accept Part Tender**

The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

**23. Import License**

Import License if required will be obtained by the Tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer.

**24. Adherence to Specifications**

The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's officer. If in the opinion of the Bank's officer nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

**25. Acquaintance with the site of work**

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, 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 appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

**26. Schedule of quantities**

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 the Employer.

**27. Not entitled for any compensation**

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. The Employer does not accept liability for any sum.

**28. Bound to carry all items of the work**

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 the Bank.

**29. Provision of Rule 144(XI) of the GFR 2017:**

Compliance with the Rule 144(XI) of GFR 2017 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the public procurement orders issued in furtherance thereto, and their subsequent revision shall be mandatory.

In this regard, Bidder shall submit a copy of Undertaking/ Declaration/ Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in Annexure-VII.

If this Undertaking/ Declaration/ Certificate submitted by the bidder is found to be false, his/her its tender/ work order will be immediately terminated, and any legal action in accordance with law including forfeiting of Earnest Money Deposit/ RMD/ SD may be initiated and the Bank may also debar the bidder from participating in the tenders invited by NABARD in future.

### 30. General Safety

- a. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
- b. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- c. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- d. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- e. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with railing, the height of which shall be one meter.
- f. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- g. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
- h. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- i. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- j. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- k. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

- I. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
- m. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- n. The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
- o. Care must be taken while unpacking. Band cutter should be used to cut all steel straps securing the package.

### 31. **Fire safety**

- a. Cutting/ drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- b. Only ISI marked 3 pin plug and other appliances, and equipment shall be used.
- c. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- d. All electrical appliances i.e., welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- e. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire Consultant/ fireman, work shall be started.
- f. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- g. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- h. Used paint drums shall be stored in specified store only after closing them properly.
- i. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- j. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- k. None of the passages near lift lobby and staircases shall be used for stacking/ dumping any kind of materials/waste.
- l. None of the fire extinguishers shall be removed/shifted from its designated location.
- m. Power supply shall be switched off from the mains when equipment is not in use.
- n. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

- o. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- p. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

### 32. Interpretation Clause

- a. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	“Employer”	Shall mean The NABARD Head Office, Mumbai and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the General Conditions, the Appendix, the Schedule of Quantities and Specifications, Annexures, Integrity Pact etc. attached hereto and duly signed.
(e)	“Notice in writing”/ “written notice”	shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(f)	“Act of Insolvency”	Shall mean any Act of Insolvency and defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(g)	“The works”	Shall mean the Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner system with CAMC period of 5 years at NABARD Head Office BKC – Mumbai, for the Employer at as provided herein.

### 33. Variations to be approved by Employer

The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

#### **34. Contractor to provide everything necessary at his cost**

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred the reform.

#### **35. Authorities, Notices and Patents**

- a. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under clause 44 of General Terms & Conditions.
- b. The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
- c. The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

#### **36. Setting out of works**

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

#### **37. Materials and workmanship to conform the descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

### **38. Contractor's superintendence and representative on the works**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period". The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

### **39. Dismissal of Workmen**

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

### **40. Bank's Officer**

- a. The term Bank's Officer shall mean the person of the Employer to inspect the works, the Contractor shall afford the Bank's Officer, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Bank's Officer shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.
- b. The Bank's Officer or the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Bank's Officer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

### **41. Schedule of Quantities**

- a. The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.
- b. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under clause 44 hereof, shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

### **42. 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 quoted in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices

shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

#### 43. **Measurement of Works**

- a. The Bank's Officer may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Bank's Officer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.
- b. Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Bank's Officer shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.
- c. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

#### 44. **Prices for extra etc. ascertainment of**

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

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

**45. Unfixed materials when taken into account to be the property of the Employer**

Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to such materials.

**46. Removal of improper work**

The Employer 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 or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, 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 the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due, to the Contractor.

**47. Defects after virtual completion**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period", within 12 months from the date of commissioning of the system, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

**48. Certificate of virtual completion and Defects Liability Period**

The work shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate. On virtual completion of the job and on the Contractor's submitting the "As Built Drawings" to the Employer, the Employer shall declare the job to be virtually complete. All maintenance and repair costs during Defects Liability Period of 1 year shall be borne by the

Contractor. The Contractor shall have the option to have the retention money replaced by a Bank Guarantee of equivalent amount, which will be retained with the Employer till the end of the contractual period.

#### 49. Insurance in respect of damage to person and property

- a. The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- b. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- c. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.
- d. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.
- e. The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage

from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

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

#### 50. **Fire Insurance**

- a. The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire in the joint names of the Employer and Contractor (the name of the former being placed first in the Policy), for 1.25 times of the contract value and for any further sum if called upon to do so by the Employer, the premium of such further sum, being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the Policy and receipts for the premia as specified unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer on his behalf, may so insure the works and may deduct the premia paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deems fit.
- b. The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works less the amount to be retained by the Employer (as hereinafter provided) and less any instalments previously paid under this Clause. Provided the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

#### 51. **Date of Commencement and Completion**

The Contractor shall be allowed admittance to the site on the "Date of Commencement" or such later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" subject nevertheless to the provisions for extension of time herein after contained.

## **52. Damages for Non-completion**

If the Contractor fails to complete the works by the date stated, referred to or within any extended time under Clause 53 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

## **53. Delay and Extension of Time**

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer or (e) by reason of Employer's instructions as per Clause 49 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, make a fair and reasonable extension of time for completion of the Contract works, in case of such strike or lock-out 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 Employer to proceed with work.

## **54. Failure by Contractor to comply with Employer's instructions**

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further instructions and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.

## **55. Termination of Contract by the Employer**

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefore, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

- a. has abandoned the Contract, or
- b. has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- e. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or representative may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his representative and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

## 56. Termination of Contract by Contractor

If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 44 hereof.

## 57. Certificates and Payments

- a. The Contractor shall be paid by the Employer from time to time by instalments on account of the works executed, in accordance with this Contract, after which time the instalments shall be up to the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the terms of contract. However, it shall not relieve the Contractor from his liability under Clause 49 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the purview of the contract and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have been certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.
- b. The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.
- c. The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.
- d. No payment shall be made if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

## 58. Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 10 j (i) (ii), 36, 41, 48, 57 (a, b, c, d) hereof (which matters are herein

referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 59 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

#### 59. Settlement of dispute by arbitration

- a. In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.
- b. In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.
- c. In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided hereinabove.
- d. The venue of arbitration shall be, Mumbai INDIA.
- e. The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.
- f. Pending reference to arbitration and award thereon, the parties shall make all endeavour to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.
- g. Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof.

- h. The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of disputes which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.
- i. In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case maybe. For the purpose of this clause, the expression "accepted matters" shall mean and refer to all or any of the matters under General Terms & Conditions, Special Terms & Conditions, Scope of work, Contract price, Delivery Schedule etc.

#### **60. Right of technical scrutiny of final bill**

The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

#### **61. Employer entitled to recover compensation paid to workmen**

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the RMD or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

#### **62. Abandonment of Works**

At any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in

writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

#### **63. Return of surplus materials**

Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer for all money, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

#### **64. Right of Employer to terminate Contract in the event of death of Contractor, If individual**

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

#### **65. Minimum wages to the workman**

The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates)/ State Labour Commissioner's Rates (S.L.C rates) whichever is applicable to be paid to all the workmen.

#### **66. Labour License**

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfil all the statutory requirements.

#### **67. Force Majeure conditions (applicable during the currency of the completion period and subsequent committed DLP and CAMC period)**

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, inclement weather, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

**68. NON-DISCLOSURE and Indemnity CLAUSE during the execution of work, DLP and CAMC period**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/ equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential.

**69. DLP, Date of Commencement, Date of Completion & Liquidated Damages**

1	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate referred to Clause 48 of General Terms and Conditions
2	Date of Commencement	From the date of work order
3	Date of Completion	Date of virtual completion certificate.
4	Liquidated damages at the rate of	0.25% of accepted contract amount per week subject to a maximum of 5% of total value of accepted contract amount.

### Special Terms & Conditions

1. **All the bidders must compulsorily visit the site at NABARD Head Office, BKC - Mumbai, before quoting the rates so as to understand the exact requirement for the captioned work.**
2. Rates should be inclusive of minor civil works necessary to accomplish the task including the grouting using Dash Fasteners, welding and other minor works not specifically mentioned but are compulsory for completing the work.
3. The work should be carried out in such a manner so as to create minimum hindrance and trouble to existing ongoing operation.
4. Before dispatching the equipment to site, the equipment may be inspected by the Bank's Officer at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender documents. The Bank's Officer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Officer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Officer a similar right.
5. This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site. Supplier shall submit the factory test result for the supplied equipment during the inspection itself.
6. **Cost of Inspection:** The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Officer/ official may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Officer (s)/ official to the site of inspection shall be borne by the Bank.
7. **Method of Testing:** The Bank's Officer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the inspector.
8. **Inspector Authority to certify performance:** The Bank's Officer shall have the following power:
  - a. Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.

- b. To reject any equipment or parts submitted as not being in accordance with the specification.
- c. To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory, and
- d. To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

9. **Consequence of rejection:** If the equipment or the equipment or its part thereof, being rejected by the Bank's Officer and the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

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

10. **Bank's Officer decision as to rejection final:** The Bank's Officer decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

11. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.

12. The workmen will not be allowed to stay within the premises.

13. The water required for workmen can be availed from the available source at site free of cost.

14. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.

15. The tenderer may please note that, the work has to be carried out during the daytime or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned premises and also

day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase-cutter only.

16. The contractor shall prepare three copies of as done/ as build drawing after completion of the work and shall submit along with the final bill.
17. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Officer/ official.
18. All dismantling work and work generating noise shall be done during the daytime and holidays. Contractor may have to supply materials during the evening & night time. Hence, Contractor shall take into account the above facts while quoting the rates.
19. The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the labourers shall be cleaned properly, as per the satisfaction of Bank's Officers/ official.
20. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.

### Minimum Technical Specifications Of X-Ray Baggage Scanner System

Offered Make:

Offered Model:

Sl. No.	Feature	Specification	Compliance (Yes/ No)
1	Tunnel Size	Minimum 620 mm W (Width) x 420 mm H (Height)	
2	Conveyor Belt speed	Between 0.18 and 0.3 meter per second. Conveyor movement bi-directional. Auto stop in absence of baggage after 5 minutes.	
3	Power requirement	230 VAC, 50 Hz, ±3%, Single Phase, and should be able to withstand voltage fluctuations in the range of 170V to 260 V. Current 3 to 5 Amp	
4	Conveyor Capacity	160 kg or more	
5	Sensors	Sensors > 1000 diodes, L-shaped detector (Folded array type), In case of defective diode arrays, scanning should be disabled and error message should be displayed on the screen.	
6	X-Ray Voltage (anode voltage)	160 KV or more	
7	X-Ray Source/Generator	should be capable to operate smoothly for a period of at least 10 years	
8	Duty Cycle	100%	
9	Cooling	Sealed oil bath	
10	X-ray Beam Divergence	The X-ray beam divergence should be such that the complete image at maximum size of bag is displayed without corner cuts.	
11	Radiation Level	The radiation level should not exceed accepted health standard (0.1m R/Hr at a distance of 5 cm from external housing). <b>Relevant certificate from AERB should be attached.</b>	
12	Operating Temperature	0 deg C to 40 deg C.	
13	Storage Temperature	-20 deg C to 50 deg C.	
14	Humidity	90% non-condensing	
15	Resolution	The machine should be able to display single uninsulated tinned copper wire of 42-SWG or 38 AWG. All penetration and resolution condition should be met without pressing any functional key and should be online.	
16	Penetration	Penetration should be 40 mm thickness of steel or more.	
17	Continuous Electronic Zoom Facility	Should be available to magnify the chosen area of an image eight times (8X) or more. Image features shall be keyboard controllable.	
18	Video Display	18.5" or better LCD Monitor SVGA High resolution, low radiation, flicker free, resolution	

Sl. No.	Feature	Specification	Compliance (Yes/ No)
		at least 1280 x 1024, 24 bit colour real time processing.	
19	Multi - Energy X Ray Imaging Facility	The machine should have features of Multi Energy X-ray imaging facility where materials of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials. The machine should give audio and video alarm upon detection of high density organic materials including explosives and narcotics, should have variable colour or materials stripping to facilitate the operator to monitor images for closer scrutiny. All suspicious items (Explosives, High density materials, narcotics, etc.) should be displayed in one mode and that should be on line.	
20	Radiation Safety	The machine must comply with requirements of health and safety regulations with regard to mechanical, electrical and radiation hazards. Before installation of the machine, the supplier/manufacturer should furnish relevant certificate from Atomic Energy Regulatory Board (AERB) of India regarding radiation safety. The company manufacturing the equipment should have ISO certification for manufacturing and servicing of X-ray Screening machines.	
21	Food and Film Safety	Guaranteed safety for food. Guaranteed safety for and high-speed films up to ISO1600. The machines should be film safe. In other words, photographic films must not be damaged due to x-ray examination.	
22	Machine safety	Machine should be properly sealed from all the sides for pest proof. Dust proof cover is to be provided for covering the system when not in use.	
23	Variable contrast Facility	Facility for variable contrast must be incorporated to allow enhancement lighter and darker portion of the image.	
24	Software Enhancement	The machine should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.	
25	Full Diagnostic Built in test Facility	The machine should have software-controlled diagnosis report facility and system should give printout if printer is connected.	
26	Password Protection	All software features of machine should be online and password protected.	
27	Recalling Previous Images	Machine should be capable for recalling 15 or more previous images	

Sl. No.	Feature	Specification	Compliance (Yes/ No)
28	Image Archiving	It should have the capability of archiving 3000 or more images with date & time stamp.	
29	Secure Housing	Control desk with security housing and locking provision should be available. The operator personal identification number can be entered the keyboard along with generation of log.	
30	Image Enhancement	Facility of image enhancement should be available	
31	Image Recording Facility	The machine should have online recording facility and images can be recorded in CD R/W or/and USB and should be able to view images so recorded on stand-alone PC.	
32	Lead Impregnated Safety Screens	Lead impregnated safety screens should be available at either ends of the tunnel. This should be covered by relevant AERB certificate. Idle rollers to be provided at either ends of the tunnel (input and output) to facilitate placing of baggage.	
33	Software Control Feature	All software features should be controlled from keyboard & mouse of machine only. Keyboard function should be user friendly. To enable/disable the software features, system should not be rebooted.	
34	Penetration Failure Alarm	If the machine fails to penetrate a particular item then an alarm video and audio (both) should be generated to notify the operator.	
35	Threat Image Projection (TIP)	The threat image projection (TIP) system software to be incorporated in the X-Ray machine.	
36	Copy of Software	Copy of all software including X-Ray Software with recovery CD must be provided.	
37	Operational Training	Operating staff has to be provided free training.	
38	Operating & Service Manual	Operating & service manual shall be provided with each machine.	
39	Other Features	<ul style="list-style-type: none"> <li>a. Edge &amp; variable edge enhancement.</li> <li>b. Inverse Video.</li> <li>c. Set up time not more than 10 minutes.</li> <li>d. Pseudo colour</li> <li>e. Date &amp; Time display</li> </ul>	
40	Minimum Computer configuration	<p><b>CPU:</b> Latest configuration and should be able to deliver the output to meet the specifications mentioned as above.</p> <p><b>Hard Disk Drive:</b> 1 TB</p> <p><b>Mouse:</b> Optional</p> <p>Ports: 6 USB Ports (with at least 2 in Front), 1 Serial Port, 1 Parallel port, 1 PS/2 Keyboard and</p>	

Sl. No.	Feature	Specification	Compliance (Yes/ No)
		1 PS/2 Mouse Port, audio ports for microphone and headphone in front.	
		CD-R/RW Drive: DVD Writer.	
		<b>Networking facility:</b> 10/100/1000 on board integrated Network Port with remote booting facility, remote system installation, remote wake up, out of band management using any standard management software.	
<b>TIPS Features</b>			
	Threat Image Projection (TIP)	TIP Software facility shall be incorporated in the offered X-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the same will be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator must press the control Panel key that will cause the computer-generated threat object to disappear from X rayed bag image on the VDU screen. Each operator's action shall be recorded in the hard disc of the computer for the auditing purpose by the supervisor or other authorized person	
	Design of the system	TIP software should be compatible with other X-Ray technologies such as automatic reject unit, Dual X-ray screen technologies, automatic threat recognition system, etc. All X-ray image functions must be available at the same time along with the TIP	
	Image Library	The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 firearms in various sizes, shapes, locations & orientations. However, the system shall have facility to expand the library to incorporate additional images by user without assistance of the manufacturer.	
		The image library should contain images of threats at different orientations – both plan and end-on orientation should be used. Although these will be assigned different file names and references, it must be possible to cross-reference these as the same threat. All threat Image Projection images must be realistic, representative and non-distinguishable from real threat items.	
	Time Interval	Programming facility shall be available to project threat images in different intervals. The time period for threat image as well as image mix in %	

Sl. No.	Feature	Specification	Compliance (Yes/ No)
System Administration		age shall be user programmable e.g., software shall select 40% images of explosive devices, 35% of firearms & 25% of knives or random, etc.	
		Once the screener has responded to identify the computer-generated threat image, it should remain on the screen for a predefined user programmable time for analyses. The image should be highlighted, upon identification, and feedback message shall be visible to the screener.	
		The threat image projection facility shall have details of user database such as name of the office, screener name, designation, user ID number, level of access such as Screener, Administrator, Maintenance & Password, etc.	
		Access to start-up Menu should be restricted only to the authorized individuals. A log-in procedure by means of 'Password' or 'Security key' could achieve restricted access to each of the comment. The log-in procedure should not take longer than 20 seconds. The system should have facility to bypass the TIP facility, if programmed so by the System Administrator. It is to be ensured that the TIP software shall not be hindrance to normal functioning of X-ray Machines.	
Feed Back / Report		When the operator logs-in or logs-out, message should be displayed on X Ray VDU Screen to confirm that he/ she has been correctly logged-in or logged out.	
		Different colour coding shall be used for feedback to the Screener. It is recommended that Colour Code "Red for MISS", Green for "HIT" and Yellow for "False Alarm or Interrupt" be used.	
		The system shall automatically prepare the daily log of events for each shift and for each screener performance. TIP log shall include particulars of location, X Ray Machine, Name of Screener, Time & date of threat image, whether threat image was successfully identified or missed, etc.	
		The report on Threat Image Projection system may have date and time (From-To) as per requirement, Screener particulars, and decision/ outcome i.e., MISS, HIT or False alarm in %age as well in absolute numbers, number of bags screened, categories such as explosive devices knife or weapon, etc.	

Sl. No.	Feature	Specification	Compliance (Yes/ No)
		As a standard practice, daily/ weekly/ monthly report shall be retrieved. Report shall be for any given time and period, as per command.	
		All data should be stored on the system for a minimum of two months after it has been downloaded. No individual, regardless of access rights to the Threat Image Projection components would delete or amend any of Threat Image Projection data or time i.e. Threat Image Projection data on the actual X-ray machine will be read only file.	

### TESTS TO BE CARRIED OUT

#### 1. Single Wire Resolution (Test No. 1)

A set of uninsulated tinned copper wire of size 25 SWG, 30, 35, 38, 40 and 42 SWG are placed on Perspex sheet. The wires are laid out in 'S' shaped curves. The wires are placed behind varying thickness of aluminum. The requirement is to display 42 SWG wire is not covered by step wedge. A tick will indicate the visibility of appropriate wire. Metallic marker should be provided using high density material, so that SWG numbers in the VDU are clearly visible.

#### 2. Useful Penetration (Test No. 2)

Definite level of details can be seen behind a thickness of known material. The requirement of this test is that the 24 SWG wire is seen under second step wedge (5/16"). (Note: This is equivalent to FAA, USA and DOT UK requirement). Tick on log sheet will indicate what wires are visible.

#### 3. Multi Energy X-Ray (Test No. 3)

With multi-energy X-Ray it should be possible to distinguish between materials of different average atomic number. The use of sugar and salt samples encapsulated on the test piece and various materials used in the construction of CTP will check the material discrimination facility. A tick will indicate that the sugar/salt samples are shown in different colour.

#### 4. Simple Penetration (Test No. 4)

This test defines what thickness of steel the machine should be able to penetrate. The steel step wedge on the CTP has steps of 2 mm. from 16 mm. to 30 mm. with a lead strip to check that the machine is above or below the requirement. The requirement is that the lead is visible beneath 34 mm steel. A tick in log sheet will indicate where a difference between the lead strip and the step wedge is visible.

#### 5. Spatial Resolution (Test No. 5)

This test defines the ability of the system to distinguish and display objects which are close together. The CTP has 16 copper gratings at right angle to each other. The requirement is that

a vertical and horizontal grating can be seen. A tick in the log sheet will indicate that gaps in the gratings are visible.

The tenderer should submit documents in support of the above failing which their tender will be liable for rejection.

**Check list**  
**Commercial Conditions**

Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office, BKC - Mumbai.

The tenderers are requested to fill in following particulars.

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms</b>	<b>Whether acceptable or not (Write Yes or No)</b>
01	Validity	Shall be valid for 90 days from the date of opening of Part-II.	
02	Earnest Money Deposit (EMD)	EMD of ₹ 1,18,000/-	
03	Completion period	60 days from the date of issue of work order.	
04	GST @	_____ %. Please indicate GST rate here.	
05	Liquidated damages	0.25 % of total value of accepted work order per week subject to a maximum of 5% of total value of accepted work order.	
06	Guarantee for all equipment's	Shall furnish guarantee for a period of one year from the date of commissioning/ handing over/ virtual completion certificate.	
07	Service facility	Service facility available at Mumbai Metropolitan Region (MMR)/ Thane/ Navi-Mumbai	
08	Penalty for delay in providing service	Maximum probable time to attend to complain shall not exceed as per details indicated in clause 17 (b) of General Terms and Conditions.	
09	Terms of payment for the work	<p>1. 50% payment of the total amount of Supply, Installation, Testing and Commissioning (SITC) of X Ray Baggage System will be on supply of items at site after checking the same and on submission of the following documents:</p> <p>a. Manufacturer's Inspection and Test Certificates.</p> <p>b. Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.</p>	

		<p>c. Policies of insurance covering all the risk during transit, storage, installation, commissioning &amp; handing over including third party liabilities and Workmen compensation.</p> <p>d. Any other statutory documents such as excise duty, octroi etc., if required.</p> <p>2. 25% payment of the total amount of Supply, Installation, Testing and Commissioning (SITC) of X Ray Baggage System on installations, erection and testing.</p> <p>3. Balance 25% payment of the total amount of Supply, Installation, Testing and Commissioning (SITC) of X Ray Baggage System on commissioning, programming and handing over of the X Ray Baggage System.</p>	
10	Terms of payment for CAMC	To be paid on half yearly basis on rendering satisfactory services.	
11	Insurance	<p>Shall include:</p> <p>a. Storage, erection, testing policy.</p> <p>b. Transit insurance for transportation from manufacturer's works to site (By Air/sea/Road etc. as applicable).</p> <p>c. Third party liability policy for ₹ 2 lakh per accident to maximum of ₹ 10 lakh.</p> <p>d. Workmen's compensation policy and shall be valid till the date of handing over of the system.</p>	
12	Copy of Annexure-IV (if applicable)	To be uploaded along with Part I of the tender	
13	Copy of Annexure-I, II, III, VI, VII, VIII, IX, X, XII, XIII & XV	To be uploaded with Part I of the tender	

Note –

1. Please indicate Yes/ No against the items. If 'No', please indicate the deviation only.
2. Please indicate GST @ \_\_\_\_ in Sl. No. 4 of the above table.

**Proforma of Undertaking for Maintenance Confirmation by the Tenderer**  
**(On the Letter Head of Bidder)**

To,

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

Dear Sir

**Tender for “Supply, Installation, Testing and Commissioning of 02 Nos of X-Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office BKC – Mumbai.”**

We hereby undertake to maintain the Scanner system installed by us in your premises satisfactorily, for a period of not less than 10 years after expiry of the defect liability/warranty period and comprehensive maintenance at the rate quoted by us.

In the unlikely event of M/s \_\_\_\_\_ the original equipment manufacturer, failing to provide support in terms of spares etc. due to technological obsolescence or for any reason, we shall continue to provide to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the Comprehensive Annual Maintenance contract for the period accepted as above.

Yours faithfully,

For \_\_\_\_\_

Authorized signatory

**FORMAT OF BANKERS' CERTIFICATE**

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)

2. Name of the Proprietor/ Partners/ Directors of the firm.

3. Turnover of the firm for the last 3 financial years (year wise).

2024-25

2023-24

2022-23

4. Credit facility/ Overdraft facility enjoyed by the firm.

5. Dealings.

6. The period from which the firm has been banking with your bank.

7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works of ₹ 59 lakhs.

(Signature)

For the Bank

Note:

- 1. Bankers' certificates should be on letter head of the Bank and to be uploaded along with Part I of the tender.**
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**Details of Works**  
**(On the Letter Head of Bidder)**

**Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office, BKC - Mumbai.**

Sl. No.	Name of the firm with full address and Name of Contact person with contact numbers/ fax / e-mail etc.	Name of work	Value of the work	Completion date	Date of award of the work	Status

Place:

Date:

Seal & Signature of Tenderer

**Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit**

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

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

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

To,

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

THIS DEED OF GUARANTEE executed at ..... on this .....day of 2026 by the Bank, a banking company constituted under Act, having its Head Office at ..... (hereinafter referred to as 'the Surety', which expression shall unless repugnant to the context or meaning include its successors and assigns)

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

Whereas

1. NABARD desires to execute the said

works,..... and accordingly invited tenders for the purpose on various trades in that behalf.

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

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

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

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

NOW THEREFORE THIS DEED OF GUARANTEE WITNESS

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

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

The surety hereby further covenants that

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

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

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

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

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

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

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

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

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

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

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

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

to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

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

SIGNED AND DELIVERED

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

Bank Address \_\_\_\_\_ (Banker's Name & Seal)

## Annexure V

**Proforma of Bank Guarantee in lieu of 5% of Retention Money Deposit**

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

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

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

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

Dear Sir

**Subject - TENDER for Supply, Installation, Testing and Commissioning of 02 Nos of X Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office, BKC - Mumbai**

WHEREAS

1. You have awarded a contract dated ----- for Supply, Installation, Testing and Commissioning of 02 Nos of X Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office, BKC - Mumbai to our constituents M/s. ----- a company/ firm having Its Head Office at ----- hereinafter referred to as "the Contractor which expression shall Include its successors and assigns planners for the time being and from time to time) on the terms and conditions mentioned in the contract.
2. One of the terms of the Agreement is that NABARD shall be entitled to deduct and keep in deposit with them a sum equivalent to 5 % of the Running Bills submitted or to be submitted by the Contractors in connection with the said construction work subject to a maximum of Rs. ----- (Rupees----- only) in the manner provided in the said Agreement. It is further provided that NABARD may, inter-alia, at its discretion agree to hold the said deposit partly in cash by deduction as aforesaid and partly by a Bank Guarantee;
3. NABARD will release 50% of the RMD/Security deposit on expiry of Defect Liability Period and will release the remaining 50% of the RMD/Security deposit amount of Rs. .... (Rupees) against submission of a Bank Guarantee of the same amount.
4. The Contractors who are our constituents have since requested us to furnish the said Guarantee to NABARD in respect of the said sum of Rs..... (Rupees ----- only)

NOW, THEREFORE, THIS LETTER OF GUARANTEE WITNESS THAT –

1. In consideration of the National Bank for Agriculture and Rural Development having agreed at our request to accept this Guarantee in lieu of the remaining sum or sums of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

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

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

We hereby further agree that -

- a. Any neglect or forbearance, act or omission on the part of NABARD in enforcing any of this conditions of the contract or granting of any time or the showing of any indulgence by NABARD to the Contractors in respect of the completion of the building or any other matter in connection therewith or any variation in the terms of the said contract made by mutual agreement between NABARD and the Contractors or any other act or deed on the part of NABARD, which, but for this Clause, may have the effect of discharging the guarantor under the Law of Sureties, shall not discharge us in any way and our obligation under this guarantee shall be discharged only by payment in full of the sums guaranteed hereunder;
- b. It shall not be necessary for NABARD to exhaust its remedies against the Contractors before invoking this guarantee and the guarantee herein contained shall be forceable notwithstanding that any other security, which the National Bank may have obtained or may obtain from the Contractors, is outstanding and unrealised;
- c. Our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of the Contractors in entering into the said contract or by the dissolution or change in the constitution or name of the Contractors ;
- d. Our liability under this guarantee shall not exceed the sum of Rs. ----- (Rupees ----- only) mentioned above ;

4. This guarantee shall remain in force up to provided that if so desired by NABARD, this guarantee shall be renewed by us for a further period as may be indicated by NABARD on the

same terms and conditions as contained herein but at the cost of the Contractors, failing which the amount guaranteed hereunder shall become payable to NABARD on demand.

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

Yours faithfully,

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

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

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

Branch Manager  
(Banker's Seal)

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

### **CLIENT's CERTIFICATE: PERFORMANCE OF CONTRACTOR**

1. Name & address of the Client:
2. Contact Details:
3. Details of Works executed by Shri /M/s:
4. Name of work with brief particulars:
5. Agreement No./ Work Order No. and date:
6. Agreement amount:
7. Date of commencement of work:
8. Stipulated date of completion:
9. Actual date of completion:
10. Details of compensation levied for delay (indicate amount) if any:
11. Gross amount of the work completed and paid:
12. Name and address of the authority under whom works executed:
13. Whether the contractor employed qualified Engineer/Overseer during execution of work?
14. Quality of work (indicate grading): Outstanding/Very Good/ Good/Satisfactory/poor
15. Amt. of work paid on reduced rates, if any.
16. Did the contractor go for arbitration?

a. If yes, total amount of claim:

b. Total amount awarded:

17. Comments on the capabilities of the contractor.

a. Technical proficiency:	Outstanding/Very Good/ Good/Satisfactory/poor
b. Financial soundness:	Outstanding/Very Good/ Good/Satisfactory/poor
c. Mobilization of adequate T&P:	Outstanding/Very Good/ Good/Satisfactory/poor
d. Mobilization of manpower:	Outstanding/Very Good/ Good/Satisfactory/poor
e. General behavior:	Outstanding/Very Good/ Good/Satisfactory/poor

**Note : All columns should be filled in properly & countersigned**

Name of the Client:

Signature with Stamp:

Contact Details:

**Annexure-VII****Proforma for Undertaking/ Declaration/ Certificate by the Contractor regarding country sharing land border with India**

[ To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory]

Date:

To

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

**Name of work: Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner System with CAMC period of 5 years at NABARD Head Office BKC - Mumbai**

I/ We ..... (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders/ revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/ We certify that ..... (Name of the bidder)

- a. is not from a country sharing land border with India, or
- b. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- c. is from a country sharing land border with India where Government of India has extended lines of credit, or
- d. is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable)

3. I /We hereby certify that ..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by NABARD Head Office Mumbai to sub-contract, I/we .....(Name of bidder) will not sub-contract any work to a contractor from country (ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. I/We know and understand that, if this Undertaking/ Declaration/ Certificate submitted by us found to be false, Bank shall be free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Retention Money Deposit/ Security Deposit or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder

With Rubber Stamp

Date:

Place:

**Proforma of Letter of Authorization from the OEMs to participate in this Bid**

Date:

**(To be issued by the manufacturers of X-ray Baggage Scanner system)**

To

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

Subject: **Authorization Letter to M/s \_\_\_\_\_ for the participation in the bid  
 "Supply, Installation, Testing and Commissioning of 02 Nos. of X-Ray Baggage Scanner System with  
 CAMC period of 5 years at NABARD Head Office, BKC - Mumbai,**

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) the manufacturers of  
 \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing/  
 development locations) do hereby authorize  
 M/s \_\_\_\_\_ (name  
 and address of the tenderer) to bid, negotiate and conclude the contract with you against the above  
 mentioned tender for the above equipment/ software manufactured/ developed by us. We herewith  
 certify that the above mentioned equipment/ software products are not end of the life and we hereby  
 undertake to support these equipment/ software for the duration of minimum 10 (ten) years from the  
 handing over of X-ray Baggage Scanner system.

Yours faithfully,

For and on behalf of

M/s \_\_\_\_\_ (Name of the manufacturer)

Signature:

Name:

Designation:

Address:

Date:

**Note:** This letter of authority should be on the letterhead of the concerned manufacturer and  
 should be signed by an authorized signatory of the manufacturer.

## संविदा पूर्व सत्यनिष्ठा करार

### PRE-CONTRACT INTEGRITY PACT

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

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

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

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

जबकि नियोक्ता, मुंबई स्थित नाबार्ड मुख्यालय में "2 एक्स-रे बैगेज सिस्टम की आपूर्ति, स्थापना, परीक्षण और चालू करने" का कार्य व्यापक वार्षिक रखरखाव अनुबंध के साथ करने का प्रस्ताव करता है और निविदाकर्ता कोटेशन देने के लिए तैयार है/दे चुका है।

2. WHEREAS the Employer proposes to carry out the work of "Supply, Installation, Testing and Commissioning of 02 Nos. of X Ray Baggage System at NABARD Head Office, Mumbai" with Comprehensive Annual Maintenance Contract" and the Tenderer is willing to offer/ has offered the quotes.

जबकि निविदाकर्ता एक निजी कंपनी पंजीकृत /साझेदारी /सरकारी उपक्रम /सार्वजनिक कंपनी / निर्यात एजेंसी है, जिसका गठन संबंधित कानून के अनुसार किया गया है और नियोक्ता नाबार्ड अधिनियम, के तहत स्थापित एक निगमित निकाय है जिसका प्रधान कार्यालय प्लॉट संखा 1981 -सी24, ब्लॉक 'जी', बांद्राकुर्ला कॉम्प्लेक्स-, बांद्रा (पूर्व), मुंबई में स्थित है।

3. 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,

निष्पक्ष, पारदर्शी और किसी भी प्रकार के प्रभाव पक्षपातपूर्ण व्यवहार से मुक्त प्रणाली का पालन/ करके, अनुबंध के निष्पादन से पहले, उसके दौरान और उसके बाद, भ्रष्टाचार के सभी रूपों से बचना, ताकि:

4. 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: -

नियोक्ता को वांछित सामग्री उपकरणों को परिभाषित विशिष्टताओं के अनुरूप प्रतिस्पर्धी मूल्य पर/ प्राप्त करने में सक्षम बनाना, जिससे सार्वजनिक खरीद पर भ्रष्टाचार के उच्च लागत और विकृत प्रभाव से बचा जा सके।

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

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

6. 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.

संबंधित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन करते हैं और निम्नानुसार सहमत हैं:

7. 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 नियोक्ता का कोई भी अधिकारी, जो प्रत्यक्ष या अप्रत्यक्ष रूप से अनुबंध से जुड़ा है, सीधे या बिचौलियों के माध्यम से, निविदाकर्ता से स्वयं के लिए या अनुबंध से संबंधित किसी व्यक्ति, संगठन या तीसरे पक्ष के लिए बोली प्रक्रिया, बोली मूल्यांकन, अनुबंध या अनुबंध से संबंधित कार्यान्वयन प्रक्रिया में लाभ के बदले में कोई रिश्तत, प्रतिफल, उपहार, इनाम, एहसान या कोई अन्य भौतिक या अभौतिक लाभ या कोई अन्य लाभ की मांग नहीं करेगा, वादा नहीं करेगा या स्वीकार नहीं करेगा।

8. 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, पूर्वअनुबंध चरण के दौरान-, सभी निविदाकर्ताओं के साथ एक जैसा व्यवहार करेगा तथा सभी निविदाकर्ताओं को एक जैसी जानकारी प्रदान करेगा तथा किसी विशेष निविदाकर्ता को ऐसी कोई जानकारी प्रदान नहीं करेगा, जिससे अन्य निविदाकर्ताओं की तुलना में उस विशेष निविदाकर्ता को लाभ हो।

9. 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 उपरोक्त प्रतिबद्धताओं के किसी भी उल्लंघन के प्रयास या पूर्ण उल्लंघन के साथ-साथ ऐसे उल्लंघन के किसी भी ठोस संदेह की सूचना संबंधित सरकारी कार्यालय को देंगे।

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

यदि निविदाकर्ता द्वारा ऐसे अधिकारी/कर्मचारियों द्वारा किए गए किसी भी पूर्व कदाचार की सूचना पूर्ण और सत्यापन योग्य तथ्यों के साथ नियोक्ता को दी जाती है और नियोक्ता द्वारा प्रथम वृष्ट्या उसे सही पाया जाता है, तो नियोक्ता द्वारा आवश्यक अनुशासनात्मक कार्यवाही, या आपराधिक कार्यवाही सहित कोई अन्य उचित कार्रवाई शुरू की जा सकती है और ऐसे व्यक्ति को अनुबंध प्रक्रिया से संबंधित आगे के लेन-देन से वंचित कर दिया जाएगा। ऐसे मामले में, जब तक नियोक्ता द्वारा जाँच की जा रही है, अनुबंध के तहत कार्यवाही स्थगित नहीं की जाएगी।

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

12. 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 a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

-

निविदाकर्ता, सीधे या मध्यस्थों के माध्यम से, बोली प्रक्रिया से प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता के किसी भी अधिकारी को, 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 कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, एहसान, कोई भौतिक अभौतिक लाभ या अन्य लाभ, कमीशन, फीस, ब्रोकरेज या प्रलोभन की पेशकश नहीं करेगा।

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

निविदाकर्ता यह भी वचन देता है कि उसने प्रत्यक्ष या अप्रत्यक्ष रूप से नियोक्ता के किसी अधिकारी को या अन्यथा अनुबंध प्राप्त करने या बैंक के साथ अनुबंध या किसी अन्य अनुबंध के संबंध में किसी व्यक्ति के प्रति पक्षपात या प्रतिकूलता दिखाने या दिखाने से परहेज करने के लिए कोई भी कार्य करने या करने से परहेज करने में कोई रिश्वत, उपहार, प्रतिफल, इनाम, पक्ष, कोई भौतिक या अभौतिक लाभ या अन्य लाभ, कमीशन, फीस, दलाली या प्रलोभन नहीं दिया है, देने की पेशकश नहीं की है या देने का वादा नहीं किया है।

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

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

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

निविदाकर्ता को इस बोली/अनुबंध के संबंध में एजेंटों/दलालों या किसी अन्य मध्यस्थ को किए जाने वाले भुगतान का खुलासा करना होगा।

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

निविदाकर्ता नियोक्ता को यह भी पुष्टि और घोषणा करता है कि निविदाकर्ता रक्षा भंडार का मूल निर्माता/एकीकृतकर्ता/अधिकृत सरकार प्रायोजित निर्यात इकाई है और उसने निविदाकर्ता को अनुबंध प्रदान करने के लिए आधिकारिक या अनौपचारिक रूप से नियोक्ता या उसके किसी भी पदाधिकारी को मध्यस्थता करने, सुविधा प्रदान करने या किसी भी तरह से सिफारिश करने के लिए किसी भी व्यक्ति या फर्म या कंपनी को नियुक्त नहीं किया है, चाहे वह भारतीय हो या विदेशी, न ही

उसने ऐसी किसी मध्यस्थता, सुविधा या सिफारिश के संबंध में किसी भी व्यक्ति, फर्म या कंपनी को कोई राशि का भुगतान किया है, वादा किया है या भुगतान करने का इरादा किया है।

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

निविदाकर्ता, बोली प्रस्तुत करते समय या अनुबंध-पूर्व वार्ता के दौरान या अनुबंध पर हस्ताक्षर करने से पहले, नियोक्ता के अधिकारियों या उनके परिवार के सदस्यों, एजेंटों, दलालों या अनुबंध के संबंध में किसी अन्य मध्यस्थ को किए गए, किए जाने वाले या किए जाने वाले भुगतानों का खुलासा करेगा तथा ऐसे भुगतानों के लिए सहमत सेवाओं का ब्यौरा भी बताएगा।

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

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

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

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

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

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

21. The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic

data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के बिना सीधे या किसी अन् घ्यकार से कोई भी शिकायत नहीं करने के लिए प्रतिबद्ध है ।

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

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

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

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

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

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

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

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

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

#### पिछला उल्लंघन Previous Transgression

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

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

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

27. 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 Earnest Money Deposit

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

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

बयाना राशि छह महीने की अवधि तक या निविदाकर्ता और नियोक्ता दोनों की पूर्ण संतुष्टि के लिए संविदात्मक दायित्वों के पूर्ण समापन तक वैध होगी, जिसमें दोष दायित्व अवधि भी शामिल है, जो भी बाद में हो।

29. The Earnest Money shall be valid up to a period of six months 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 कार्य आदेश में सुरक्षा जमा को बरकरार रखने के लिए अनुच्छेद में एक खंड भी शामिल किया जाएगा कि उल्लंघन के लिए प्रतिबंध के प्रावधान प्रतिधारण धन जमा / सुरक्षा जमा को जब्त करने के लिए लागू होंगे यदि नियोक्ता द्वारा इस समझौते के उल्लंघन के लिए प्रतिबंध लगाने का कोई कारण बताए बिना इसे जब्त करने का निर्णय लिया जाता है।

30. In case of the successful TENDERER a clause would also be incorporated in the Article retaining to security deposit in the work order that the provisions of Sanctions for Violation shall be applicable for forfeiture of Retention Money Deposit/ Security Deposit 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/प्रतिधारण राशि जमा पर उसकी अवधि के लिए कोई ब्याज देय नहीं होगा।

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

#### उल्लंघन के लिए प्रतिबंध Sanctions for Violations

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

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

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

- I. 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.

पूर्व या अनुबंध पर हस्ताक्षर होने के बाद जमा/अनुबंध चरण में जमा की गई बयाना राशि और-की गई प्रतिधारण राशि नियोक्ता द्वारा तय किए अनुसार पूर्ण या आंशिक रूप से जब्त कर ली जाएगी और नियोक्ता को इसके लिए कोई कारण बताने की आवश्यकता नहीं होगी।

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

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

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

भारतीय निविदाकार होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से 2% अधिक की वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर 2 % एलआईबीओआर की वसूली की जाएगी .यदि किसी अन्य कार्य के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है तो ब्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी .

- IV. 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.

यदि निविदाकर्ता द्वारा बयाना राशि/ जमा प्रतिधारण राशि जमा की गई हो तो उसे भुनाना/, ताकि नियोक्ता द्वारा पहले ही किए गए भुगतान को ब्याज सहित वसूला जा सके।

- V. To encash the Earnest Money Deposit/ Retention Money Deposit, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.

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

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

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

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

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

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

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

IX. 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 कोई कारण बताए बिना नियोक्ता द्वारा ईएमडी एसडी/आरएमडी/एसडी को जब्त करने के निर्णय की स्थिति में ईएमडी/आरएमडी/ की जब्ती।

X. Forfeiture of EMD/ RMD/ SD in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

नियोक्ता को निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से निविदाकर्ता की जानकारी से अथवा जानकारी के बिना कार्यरत किसी के द्वारा इस संबंध में भारतीय न्याय संहिता 2023 या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैरा 32 (I) से (X) तक में उल्लिखित सभी या कोई कार्रवाई करने का अधिकार होगा .

33. The EMPLOYER will be entitled to take all or any of the actions mentioned at para 32(I) to (X) of this Pact on the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

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

#### उल्लंघन शर्त Fall Clause

निविदाकर्ता यह वचन देता है कि उसने भारत सरकार के किसी अन्य मंत्रालय/विभाग या सार्वजनिक क्षेत्र के उपक्रम (पीएसयू) के संबंध में इस निविदा में प्रस्तावित मूल्य से कम मूल्य पर समान उत्पाद/प्रणाली या उप-प्रणाली की आपूर्ति नहीं की है/नहीं कर रहा है। यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता द्वारा भारत सरकार के किसी अन्य मंत्रालय/विभाग या सार्वजनिक क्षेत्र के उपक्रम को समान उत्पाद/प्रणाली या उप-प्रणाली कम मूल्य पर आपूर्ति की गई थी, तो वही मूल्य, बीते हुए समय के लिए उचित छूट के साथ, इस मामले में लागू होगा और यदि अनुबंध पहले ही संपन्न हो चुका है, तो निविदाकर्ता द्वारा नियोक्ता को लागत का अंतर वापस कर दिया जाएगा।

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

#### स्वतंत्र अनुप्रवर्तक Independent Monitors

इस करार के लिए नियोक्ता ने केन्द्रीय सतर्कता आयोग की सलाह से डॉ रबीन्द्र कुमार, आई.एफ.ओ. एस (रिटायर्ड) को स्वतंत्र बाहरी अनुप्रवर्तक आगे से यहाँ अनुप्रवर्तक कहा जाएगा, नियुक्त तकिया है। पता: 37, भागीरथीपुरम, जीएमएस रोड, देहरादून 248001, उत्तराखण्ड।

36. The EMPLOYER has appointed Independent External Monitor Dr. Rabindra Kumar, IFoS (Retd.) (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission. Address: 37, Bhagirathipuram, GMS Road, Dehradun 248 001, Uttarakhand.

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

37. 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.

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

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

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

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

इस करार का उल्लंघन पाए जाने अथवा किसी कारणवश उन्हे इस करार का उल्लंघन प्रतीत होने पर अनुप्रवर्तक नियोक् तद्वारा नामित प्राधिकारी को इस बात की सूचना देंगे ।

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

निविदाकर्ता इस बात से सहमत है कि अनुप्रवर्तक को निविदाकर्ता द्वाराउपलब्ध कराए गए दस्तावेजों सहित, नियोक्ता के सभी परियोजना दस्तावेजों को बेरोकटोक देखने का अधिकार होगा । निविदाकर्ता अनुप्रवर्तक के अनुरोध और वैध हित दर्शने पर उन् हेंगरियोजना के दस्तावेजों को बेरोकटोक और बिना किसी शर्त के देखने की अनुमति भी देंगे । यह उप-निविदाकारों पर भी लागू होगा । अनुप्रवर्तक इस निविदा के दायित् वेके अधीन निविदाकर्ता /उप-निविदाकर्ता (ओं) की जानकारी और दस्तावेजों की गोपनीयता बनाए रखेंगे।

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

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

42. 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.

अनुप्रवर्तक नियोक्ता/ निविदाकर्ता से सूचना प्राप् त्त होने के बाद 8 से 10 सप्ताह के बीचनियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस् तुकरेंगे और आवश्यक हो तो समस् यक् म्हा स्थितियों में सुधार के लिए प्रस् तुव देंगे ।

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

जांच की सुविधा Facilitation of Investigation

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

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

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

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

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

#### अन्य कानूनी कार्यवाई Other Legal Actions

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

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

#### वैधता Validity

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

47. The validity of this Integrity Pact shall be from date of its signing and extend up to 10 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the TENDERER/ Seller, including warranty period, whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

48. 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

अधिकारी का नाम Name of the Officer

मुख्य कार्यकारी अधिकारी Chief Executive Officer

पदनाम Designation

नाबार्ड NABARD

साक्ष्य Witness

साक्ष्य Witness

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

**Declaration Regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India) Order 2017**

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

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

To

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

Dear Sir,

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

Ref:

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

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

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

Thanking you,

Yours faithfully,

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

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

**Format Of Virtual Completion Certificate**

Having executed the work of SITC of X Ray Baggage Information System in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works at NABARD Head Office Mumbai.

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

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

Signature of the Contractor:

Place :

Date :

Name :

Address :

Seal :

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

This is to certify that our agency/ company/ firm has not been blacklisted by any of the office of NABARD/ Central Govt./ State Govt./ Govt. Undertaking/ PSU / Private Organizations of repute. We further declare that our agency/ firm is not under liquidation, court receivership or any other similar proceedings.

Signature of the Authorized Representative

Bidder Stamp / Seal

**Site Survey  
(On the letterhead of Bidder)**

This is to certify that the site survey at NABARD Head Office, BKC has been successfully completed by the vendor mentioned below.

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

Date of Visit: \_\_\_\_\_

This certificate is awarded to the vendor in recognition of the successful completion of the site survey conducted at NABARD Head Office, BKC. The survey was completed in accordance with the required standards and procedures.

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

Date:

### **Indemnity Bond**

Know all men by these presents that I, Shri.....of M/s ..... do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and M/s ..... having their registered office at ..... Mumbai – ..... on this ..... day of ..... 2026.

Whereas NABARD have appointed M/s ..... as the Contractor for their proposed work relating to “\_\_\_\_\_”.

THIS DEED WITNESSETH AS FOLLOWS: -

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

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

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

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

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

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

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

Signature

IN THE PRESENCE OF WITNESSES:

1. Name & Signature:
2. Name & Signature:

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

**TENDER for Supply, Installation, Testing and Commissioning of two X-Ray Baggage Scanners with CAMC period of 5 years at NABARD Head Office, BKC - 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)		

### ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ between the National bank for Agriculture and Rural Development (NABARD), a body constituted by the NABARD Act 1981 and having its Head Office at C - 24, G Block, Bandra - Kurla Complex, Bandra (E) Mumbai-400051 (hereinafter called "THE EMPLOYER") which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called "THE CONTRACTOR") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

WHEREAS the Employer is desirous of doing the work of Supply, Installation, Testing and Commissioning of two X-Ray Baggage Scanner System with CAMC period of 05 years at NABARD Head Office, BKC - Mumbai as per the scope of work, terms and conditions, technical specifications, price bid etc.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said scope of work, technical specifications and included in the said Schedule of Quantities at the respective rates therein set forth amounting to be payable thereunder (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount i.e. ₹ \_\_\_\_\_ inclusive of GST (to be filled at the time of execution of agreement) and any other taxes, if any, for SITC of 02 Nos. of X Ray Baggage Inspection System at NABARD Head Office, BKC - Mumbai or such other sum as shall become payable, at the times and in the manner specified in the said Conditions. Employer will also pay the amount for Comprehensive Annual Maintenance Cost (CAMC) for 5 years after the expiry of DLP of 1 year as per the payment term. The bifurcation of rates per year are as followed: -
  - a. 1<sup>st</sup> Year - ₹ \_\_\_\_\_ (to be filled at the time of execution of agreement)
  - b. 2<sup>nd</sup> Year - ₹ \_\_\_\_\_ (to be filled at the time of execution of agreement)
  - c. 3<sup>rd</sup> Year - ₹ \_\_\_\_\_ (to be filled at the time of execution of agreement)
  - d. 4<sup>th</sup> Year - ₹ \_\_\_\_\_ (to be filled at the time of execution of agreement)
  - e. 5<sup>th</sup> Year - ₹ \_\_\_\_\_ (to be filled at the time of execution of agreement)

3. In the said Conditions herein before mentioned, the General Manager/ Deputy General Manager, NABARD, shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said Conditions and the correspondence contained.
5. The plans, agreement and documents mentioned herein shall form the basis of this contract.
6. This Contract is an item rate contract to be paid for according to the completion of work as contained in Schedule of Quantities or as provided in the said conditions and all as per specifications.
7. The Contractor shall afford every reasonable facility for carrying out of all works of other Contractors appointed by the Employer and shall make good any damages done to walls, floors etc. after the completion of such works.
8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work immediately and complete the entire work within 60 days subject to nevertheless to the provisions for extension of time.
9. All payments by the Employer under this Contract will be made only at Mumbai
10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have the jurisdiction to determine the same.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
12. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be payable, as given below, by the contractor on demand or shall be recovered from any dues payable by NABARD to the contractor.

Sl. No.	Events	Rectification time	Penalty
1	Any defects resulting in total failure of the system	24 Hours	₹ 500 per day after 24 hours lapse
2	Any defects in independent devices, components, cables which may not result in total failure of the system	72 Hours	₹ 200/- per day after 72 hours lapse

13. Prevention of Sexual Harassment of women at work place:

The Contractor/ Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013.

- a. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/ Agency and the Contractor/ Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

**14. Minimum wages to the workman:** The contractor shall ensure that minimum wages as per statutory requirement i.e., as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen.

**15. NON-DISCLOSURE and Indemnity CLAUSE during the execution of work, DLP and Comprehensive Annual Maintenance Contract (CAMC) period: -**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system / equipment etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered to the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

**16.** The contractor must 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.

17. Work order Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ with the rates and terms and conditions entered therein respectively, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and perform the agreements on their part respectively in conditions contained.

18. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the NABARD has set its hand hereunto through its duly authorized official and the contractor has caused these presents under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this \_\_\_\_\_ day of \_\_\_\_\_.

Signed Sealed and Delivered

**For NABARD, Head Office, BKC, Mumbai**

**Deputy General Manager**

Through its Authorized Signatory

In the presence of 1. \_\_\_\_\_  
2. \_\_\_\_\_

Signed, Sealed & Delivered

**For M/s \_\_\_\_\_**

Through its Authorized Signatory

In the presence of 1. \_\_\_\_\_  
2. \_\_\_\_\_



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

**TENDER for Supply, Installation, Testing and Commissioning of Two X-Ray  
Baggage Scanner System with CAMC period of 5 years at NABARD Head  
Office Mumbai**

**Department of Premises, Security and Procurement**

**(Part-II)  
(Price Bid)**

Name of Tenderer \_\_\_\_\_  
Address \_\_\_\_\_

Date of pre-Bid Meeting: 29<sup>th</sup> December 2025 at 11:00 AM

Last date of Submission: 12<sup>th</sup> January 2026 at 02:00 PM

Date of opening of Part-I: 12<sup>th</sup> January 2026 at 03:00 PM

## (Price Bid)

Table A

Sl. No.	Description of Items	Qty. (A)	Per Unit Rate in figures to be entered by the Bidder inclusive GST & Other Charges (B)	Total Amount (Inclusive GST & Other Charges) (c) = (A) x (B)
01	Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System with accessories such as Input & output roller bed, servo stabilizer of required capacity, remote workstation with lockable console consisting of computer sets having keyboard & one colour LCD or better display units, one Combined test piece (CTP)/ Test Bag, System Compatible Laser Printer etc. all complete and as per technical specification mentioned in part-I tender	02		
02	Charges for 1 <sup>st</sup> year of comprehensive annual maintenance service contract of 02 X-ray baggage scanners per annum after completion of one year defect liability period (DLP) as per scope of work indicated in Part-I tender.	No. of Years	To be Quoted in figures & words (inclusive of GST & Other Charges)	
		1 <sup>st</sup> Year		
03	Charges for 2 <sup>nd</sup> year of comprehensive annual maintenance service contract of 02 X-ray baggage scanners per annum as per scope of work indicated in Part-I tender	2 <sup>nd</sup> Year		
04	Charges for 3 <sup>rd</sup> year of comprehensive annual maintenance service contract of 02 X-ray baggage scanners per annum as per scope of work indicated in Part-I tender	3 <sup>rd</sup> Year		
05	Charges for 4 <sup>th</sup> year of comprehensive annual maintenance service contract of 02 X-ray	4 <sup>th</sup> Year		

	baggage scanners per annum as per scope of work indicated in Part-I tender			
06	Charges for 5 <sup>th</sup> year of comprehensive annual maintenance service contract of 02 X-ray baggage scanners per annum as per scope of work indicated in Part-I tender	5 <sup>th</sup> Year		
07	Buyback of 02 Nos. of X - Ray Baggage Scanning Machines which are installed at Head Office	02	Per Unit Rate in figures to be entered by the Bidder inclusive GST & Other Charges (B)	Total Amount (Inclusive GST & Other Charges) (c) = (A) x (B)
08	<b>Grand Total: Sl. Nos. (1 (c) + 2 + 3 + 4 + 5+ 6-7)</b>			

**Note:**

1. The Financial bids will be opened in case of only those bidders who will be qualified in the "Technical Bid" by this office.
2. Bidders are advised to quote the rates for supply, installation, testing and commissioning (SITC) of 02 Nos of X Ray Baggage Scanner Machines and are also advised to quote for CAMC rates for 1st, 2nd, 3rd, 4th and 5th year including buy back rates of 02 X Ray Machines as per the format above. The tenders will be evaluated based on Total cost of ownership (TCO) which will include the cost quoted for SITC of 02 X Ray Baggage Machines, buy back rates of 02 Nos. of X Ray Baggage Scanner Machines installed at NABARD HO BKC-Mumbai and the rates quoted for Comprehensive Annual Maintenance Contract for a period of 5 years after the expiry of DLP.
3. The tenderer should quote the rates in figures as well as in words. If any discrepancy is found in the rate quoted in words and figures, then the rates quoted in words shall be taken as correct.
4. Price bid shall be submitted in the above specified format only. Other formats shall be rejected.
5. The rate quoted is inclusive of all taxes, levies, insurance, transportation, material & labor cost, profit and overheads.
6. The bidders have to quote for all items of the tender. Incomplete tender, and tenders without EMD will be rejected.

7. GST will be applicable as on date with respect to recent amendment of GST rates by Government of India with effect from 22<sup>nd</sup> September 2025.
8. Bidders are requested to indicate GST rates in Part I of Tender (Page No. 52, Sl. No. 4, Checklist – Commercial Conditions)

Seal & Signature of Authorized Signatory

Name of Tenderer: