

**National Bank for Agriculture and Rural Development (NABARD)**

**Tender for Supply Installation Testing and Commissioning of  
Gymnasium Equipment's at NABARD Officer Staff Quarters at  
Damodar Park, Ghatkopar (W), Mumbai**



**Department of Premises, Security and Procurement,  
NABARD Head Office  
Gr. Floor, A-Wing, C-24, G Block,  
Bandra Kurla Complex, Bandra (E) Mumbai – 400 051  
[dpsp@nabard.org](mailto:dpsp@nabard.org)**

Date of issue of Tender	08-07-2025
Last date for submission off Tender	30-07-2025
Earnest Money Deposit (EMD)	₹ 35,522.00
Date of Pre-Bid Meeting with bidders	21-07-2025
Date of opening of Technical Bids	30-07-2025
Time and date of opening of Price Bids	Will be communicated to technically qualified bidders.

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## NOTICE INVITING TENDER

Madam/ Sir,

### **Tender for Supply Installation Testing and Commissioning of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai**

NABARD, Head Office, Mumbai intends to invite GeM Tender for Supply Installation Testing and Commissioning of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai to be submitted on or before 30-07-2025. The bid documents can be downloaded from Bank's website and however the tender will be operational at the GeM Portal.

NABARD intends to undertake the work of "Supply Installation Testing and Commissioning of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai" through e-tender platform GeM portal under two bid system (Technical bid & Price bid), i.e., Technical Qualification with respect to Techno-commercial aspects and Competitive Rates is being followed and therefore, invite bids from Original Equipment Manufacturers or their Authorised Dealers for the supply & installation of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W).

National Bank for Agriculture and Rural Development (NABARD) has its Head Office at C-24 G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051. The total number of required Gymnasium equipment's to be provided are detailed separately in the tender with buyback details. Bidders are advised to go through the tender documents carefully before quoting the rates. *The bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*

#### **1. Part-1 (Technical Bid)**

The Technical Bid shall be submitted by the bidder as per the enclosed format **(Annexure -I)** and shall contain the following:

- a) Proof of Earnest Money Deposit as mentioned in the Tender. (Exempted for MSEs & Vendors who have the Vendor Assessment Certificate from GeM Portal).
- b) Covering letter for submission of Tender
- c) Form of Tender
- d) Pre-Qualification Criteria
- e) Instructions To Bidders and General Conditions of Contract
- f) The following forms should be submitted:

- i. **Annexure VI** - Technical specification compliance sheet.
  - ii. **Annexure VII** - Articles of Agreement.
  - iii. **Annexure VIII**- Indemnity Bond
  - iv. **Annexure IX**- Format of Virtual Completion Certificate
  - v. **Annexure X**- An Undertaking by the Authorized Signatory of the Vendor/Bidder, on the letter head of the Vendor/Bidder stating that the Vendor/Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice
  - vi. **Annexure XI** – Technical specifications to be submitted by bidders
  - vii. **Annexure XII** – List of Buyback items (indicative)
  - viii. **Annexure XIII** –Pre-contract Integrity Pact (to be executed on non-judicial stamp paper of value ₹500/-).
  - ix. **Annexure XIV** - Chartered Accountant's Certificate
  - x. **Annexure XV** - List of Work orders & Completion Certificates of works >5.20 lakhs
- g) Vendor/Bidder's letter giving technical clarifications (if any).

It should be specifically noted that the **contents of Technical Bid must not reveal commercials/ Price Bid**. In the event of the same, bid shall be rejected.

## **2. Part-II (Price Bid)**

Price Bid should contain duly priced schedule of items as per the details below:

- a. Prices should be in Indian Rupees only, with detailed item-wise prices as per the specifications mentioned thereagainst.
- b. The Commercial Offer should be in conformity with the terms indicated in Price Composition.
- c. The Price Bid should not contradict the Technical Bid in any manner.
- d. The Price Bid should not contain any conditions. It may be note that Conditional Bids shall be rejected.

## **3. Opening of Bids:**

The Technical Bid shall be opened on 30-07-2025 online at the GeM portal. The date and time for opening of the **Price Bid** shall be communicated to qualified bidders separately.

Price Bid shall be opened after scrutiny of technical offer of the tender, supporting documents submitted therewith and acceptance of the samples by NABARD, at a later date, in respect of vendors who are found to be eligible in technical bid, and they shall be intimated separately about opening of price bid.

Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the **“The Chief General Manager, DPSP, NABARD, Head Office, Gr. Floor, A-Wing, C-24, G Block, Bandra**

Kurla Complex, Bandra (E), Mumbai - 400 051” within 05 days of issue of bid, who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the bidders which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD within 05 (five) days of issue of this bid. The bidders should regularly check the Bank’s website/portal for any updates pertaining to the ongoing bid.

**4.** A pre-bid meeting has been scheduled at site i.e. NABARD Head Office at Mumbai-400051 on 21-07-2025 at 11.00am in presence of Bank’s Officials to guide the bidders about the scope of work and clarify the doubts of work, if any, raised by the bidders. The prospective bidders are requested to participate in the scheduled pre-bid meeting. The bidders are advised to conduct a site survey and satisfy themselves about the overall feasibility of work well before attending the pre-bid meeting. The clarifications being sought in the pre-bid meeting may be submitted in writing to our Office by e-mail to [dpsp@nabard.org](mailto:dpsp@nabard.org) **at least two working days** prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also be forming a part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid document or any other condition in the technical bid document as per the pre-bid meeting outcomes, if required, and same will be uploaded on website.

**5.** This Notice Inviting Tender (NIT) shall also form part of the Technical Bid. In case of contradiction between the rules/ provisions of this tender documents and those of GeM portal, preference shall be given to the rules/ provisions given in the tender document.

**Sd/-**  
**Parmeshwar Lal Poddar**  
**Assistant General Manager**

## **Part I - TECHNICAL BID**

**Covering letter for submission of Tender**  
**(Letter to NABARD on Tenderer/Bidder's letterhead)**

**The Chief General Manager,**  
DPSP, NABARD, Head Office,  
Mumbai - 400 051

Dear Sir,

**“Tender for Supply Installation Testing and Commissioning of Gymnasium Equipment’s at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai”**

With reference to the above TENDER, having examined and understood the instructions, terms and conditions forming part of your above inquiry, we hereby enclose our offer for supply of the Gymnasium equipment and services as detailed in your above referred inquiry.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred TENDER and enclosures.

We also understand that NABARD is not bound to accept the offer either in part or in full. If NABARD rejects the offer in full or in part, NABARD may do so without assigning any reasons thereof.

Yours faithfully,

*(Signature of Authorised Signatory of bidder firm along with the seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*

## FORM OF TENDER

The Chief General Manager,  
DPSP, NABARD, Head Office,  
Mumbai - 400 051

Date:

Place:

Dear Sir,

**Tender for Supply Installation Testing and Commissioning of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai**

Having examined the conditions relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Notice Inviting Tender (NIT) and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates to be mentioned in the Price Bid, which may be issued to us by NABARD in the event that we qualify the technical bid and in accordance in all respects with the Technical Specifications **(given in Annexure VI)** and instructions referred in 'Instructions to Bidders and General Conditions of contract', the Articles of Agreement **(Annexure- VII)** and Price Bid with such materials as are provided for, by and in all other aspects in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

S. No.	Subject	Specification
I	Description of work	Tender for Supply Installation Testing and Commissioning of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai
II	Estimated Cost	₹17,76,100.00
III	Earnest Money Deposit	₹35,522.00
IV	Time allowed for completion of the work	The time allowed for completion of total project is 45 days reckoned from the date of issue of work order.
V	Retention Money Deposit (RMD)/ Security Deposit (SD)	RMD at the rate of 5% of the billed amount (as per the award of work) will be retained with the buyer against every payment to the bidder. EMD and RMD put together (Security Deposit) at any time shall not be more than 5% of the awarded value of the contract. Security Deposit (SD) will be retained with the bank till the defect liability period



		(Warranty Period). All the defects during this warranty period shall be rectified by the awarded bidder at his cost and responsibility. The SD will be released after the warranty period on satisfactory rectification of defects. During the warranty period, SD shall be released on completion of work against performance bank guarantee drawn in favour of NABARD for an amount equal to the Security Deposit.
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2. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said Conditions.

3. I/ We hereby offer to execute and complete the works in strict accordance with the Tender documents at the rates quoted by me/ us in the attached Price Bid in all respects as per the Terms & Conditions and Scope of Works described in the Tender document and the Annexures containing Terms & Conditions.

4. I/ We enclose herewith interest-free Earnest Money Deposit (EMD) receipts of ₹35,522.00 (Rupees Thirty Five Thousand Five Hundred and Twenty Two only) by e-payment and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and/ or in case of breach of contract in the event of our failure to execute the Contract when called upon to do so by accepting our Tender. I/ We agree that EMD shall not bear any interest.

5. I/ We agree to pay all Government (Central & State) taxes such as trade tax, excise duty, octroi, GST, etc. as applicable and the rates quoted by us in the tender are inclusive of the same

6. The rates quoted by me/ us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever.

Our Bankers are:

1.

2.

Name of the partner of the firm Authorized to sign:

OR

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

Yours faithfully

*(Signature of Authorised Signatory of bidder firm along with the seal of the firm)*

*Name of the Authorised Signatory:*

*Designation of the authorised signatory:*

## PRE- QUALIFICATION CRITERIA OF BIDDERS

Sr. No.	Pre-qualification criteria	Supporting Document to be submitted
1	The Bidder should have service centre in Mumbai/MMRDA.	Address proof of the documents
2	Should have been in this business at least for the last 07 years as on 31.03.2025	Proof of experience as on 31.03.2025
3	The annual turnover of the bidder during each of the last 3 years (FY21-22, FY22-23, FY- 23-24) should be at least Rs. 3,90,000.00	Annual turnover of last three financial years (FY21-22, FY22-23, FY 23-24) duly certified by the Statutory Auditors / CA.
4	Should have Goods and Service Tax Registration No.	GST Registration Certificate.
5	<b>Financial standing</b> through a) ITR (Income Tax Returns), of last 3 financial years ending on 31 March 2024. b) Balance sheet and profit & Loss account of last 3 financial years ending on 31 March 2024	a) Income Tax Returns of last three financial years ending on 31 March 2024. b) Chartered Accountant's Certificate as per Annexure XIV c) Balance sheet and P & L Account statement certified by CA of last 3 financial years ending on 31 March 2024.
6	The firm, during the last 3 years ending on 31 March 2025 should have completed the supply, installation, testing and commissioning of Gymnasium equipment for the following value of at least: i) three similar works each valuing not less than ₹5,20,000=00 OR ii) two similar works each valuing not less than ₹6,50,000=00 OR iii) one similar work valuing not less than ₹10,40,000=00 Definition of Firm - The "Firm" could be the OEM or Authorised dealer. The participating firm should possess the	Copies of work order & Completion certificates issued by the clients, as on 31.03.2025 supporting the qualification criteria

	required work experience and value of work as indicated in the tender clause.	
7	Authorized / Certified dealer/ supplier.	OEM Authorization letter— to be submitted in prescribed format <b>(Annexure-IV)</b> . – <i>Not applicable in case of bid submitted by OEMs</i>
8	Backup Commitment from the manufacturer for maintenance	Backup Commitment from the manufacturer/ OEM for maintenance to be submitted in prescribed format. <b>(Annexure-V)</b> . – Not applicable in case of bid submitted by OEMs
9	<p>Acceptance to Additional Terms &amp; Conditions: The Bidder shall comply with the following Additional Terms &amp; Conditions:</p> <p>a. <b>OEM Requirements:</b></p> <p>i. <b>ISO 9001:1500</b></p> <p>ii. <b>ISO 14001:2015</b></p> <p>iii. <b>EN ISO 20957-1</b></p> <p>iv. <b>EN 957 Certifications applicable to Tread Mill, Recumbent Bike, Elliptical Cross Trainer and Smith Machine / Test Certificates of the Gym Equipments.</b></p> <p>b. The ISO certificates must be produced along with the tender.</p> <p>c. <b>Bidder Requirements:</b></p> <p>i. If the dealers are participating, then above certificates are to be produced by the OEM through the dealer.</p> <p>ii. <b>All the certificates submitted by the bidders should be valid at the time of submission of bid and through the entire duration of the bidding process and till the completion of delivery of goods &amp; services tendered.</b></p> <p>d. Manufacturer's Authorization OEM (MA) as per <b>Annexure IV</b> &amp; Backup Commitment from the Manufacturer as per <b>Annexure V</b> with all the supporting documents i.e., Certificate of Dealership and its Udyam Certificate. (Bids without Udyam may also be accepted in case good brands are offered, acceptance of such bid will be at the sole discretion of the buyer).</p> <p>e. <b>Financial Requirements:</b> Audited financial statements (profit and loss account, balance sheet, and income-expenditure statement) or a CA Certificate (with CA's seal and signature) are required.</p> <p>f. <b>Product Testing:</b> All products should be tested in accordance with standard operating conditions. Test certificates shall be produced by the bidder along with the supply.</p> <p>g. <b>Service Centre Requirements:</b> Bidders or their OEM must have their own service centre in Mumbai/MMRDA.</p>	

Decision of the Bank regarding selection of Bidders will be final. The Bank is not bound to assign any reasons thereof. Any false and / or inadequate information can result in rejection of the tender. The selection of the bidders is based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, considering above criteria.

*(Signature of Authorised Signatory of bidder firm along with the seal of the firm)*

*Name of the Authorised Signatory:*

*Designation of the authorised signatory*

## INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

**Scope of Work** – The work includes Supply, Installation, Commissioning and Testing of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai

This would also include any or all parts required for proper functioning and installation of the product.

1. **Mode of submission of tender:** Through GeM portal (<https://gem.gov.in/>)
2. **Validity of tender:** Validity of the quoted rates shall be **90 days** from the date of opening of price bid tenders.

### 3. Earnest Money Deposit (EMD)

**Mode of depositing EMD:** The Vendor/Bidder shall furnish an EMD of i.e. ₹35,522.00 (Rupees Thirty-Five Thousand Five Hundred Twenty-Two only) by transferring the amount in favour of 'NABARD' account No. NABADMN07 (IFSC: NBRD0000002). Documentary evidence of deposit to be enclosed along with the duly filled & signed tender complete in all respects. Tender without EMD/Vendor Assessment Certificate/relevant Udyam Certificate shall be treated as 'Non-Bonafide' tender and rejected.

**Refund of EMD:** The EMD shall be returned to the bidder if his tender is not accepted by the Bank but without any interest thereon. The Bidder shall furnish bank account details in the format given in this tender (**Annexure III**). The EMD paid by the successful bidder shall be retained by NABARD as part of Performance Security till the defect liability period. No interest shall be paid on this deposit.

**Forfeiture of EMD:** The EMD shall be forfeited in case the bidder fails to comply with any of the conditions of the Contract / Tender Document or if he withdraws his tender at any point of time before award of the work, in which case, he will also, not be allowed to participate in the event of any re-tender.

4. **Retention money deposit (RMD):** RMD at the rate of 5% of the billed amount (as per the award of work) will be retained with the buyer against every payment to the bidder. EMD and RMD put together (Security Deposit) at any time shall not be more than 5% of the awarded value of the contract. Security Deposit (SD) will be retained with the bank till the defect liability period (Warranty Period). All the defects during this warranty period shall be rectified by the awarded bidder at his risk, cost, and responsibility. The SD will be released after the warranty period on satisfactory rectification of defects. During the warranty period, SD shall be released on completion of work against performance bank guarantee drawn in favour of NABARD for an amount equal to the Security Deposit.

5. **Non-Bonafide tender:** The tender which is not accompanied by the prescribed EMD/Vendor Assessment Certificate/relevant Udyam Certificate shall be called 'Non-Bonafide Tender'. Non-Bonafide tender shall not be considered.

**6. Submission of documents:** All the information required as per different formats and annexures of the bid along with the supporting documents may be submitted by the bidders to avoid disqualification and rejection of bid for want of information/ documents. If any of the documents required is found to be missing or unsigned, the tender shall be liable for rejection. An indicative check-list has been provided for submission of documents.

**7.** The tenderer/bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Financial/Price Bid which should be complete in all respects. The National Bank for Agriculture and Rural Development (NABARD) does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason(s) thereof.

**8. Execution of contract:** On receipt of intimation from NABARD of the acceptance of his/ their tender, by way of Work Order, the successful bidder shall sign an agreement in accordance with the format (**Annexure-VII**) prescribed herein and the Price Bid. Work Order issued by the National Bank for Agriculture and Rural Development in respect of the of a tender will constitute a binding contract between NABARD and the bidder, whether such formal agreement is or is not subsequently executed.

**9. Agreement shall be executed in non-judicial stamp paper (for ₹500/-):** The cost of such stamp paper is to be borne by the successful bidder. The agreement needs to be stamped as per latest provisions of the applicable Stamp Act and should be executed in duplicate in duplicate within 7 days of award of work.

**10.** The bidder 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 tender and for entering into a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.

**11. Firmness of rates:** The rates quoted in the tender/ offer shall be for the complete item including, supply, installation, assembling at site/ testing and commissioning (if any) at site. The rate shall also include all charges for storing, watch and ward, reinstating and making good the damaged work if any on the existing properties of NABARD to its original finish, etc. The rates quoted shall be deemed to be for finished work to be measured at site. The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site. Bidders must include in their rates, GST or any other tax and prevailing duty or other levy as existing, levied by the Central Government or any State Government or Local Authority, if applicable, from time to time. No claim in respect of increase in any other tax, duty or levy during the duration of the contract shall be entertained by the Employer. The rates awarded will remain firm during the contract period.

**12.** The bidder shall note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rate should be correct, workable, and self-supporting. The bidder shall carry out all works necessary for completion of work and for delivering results. No claim shall be entertained on this account.

**13.** Time allowed for carrying out the work shall be strictly observed by the bidder. The

work shall throughout the stipulated period of the contract be proceeded with all due diligence.

**14.** The successful bidder is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.

**15.** The successful bidder must cooperate with the other Contractors, if any, appointed by NABARD for other works in the site so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer/ Officials.

**16. Defect Liability Period (Warranty Period):** The successful bidder has to provide Comprehensive Post-installation warranty support (OEM warranty) for all the hardware, Installed & commissioned by them, for a period of minimum **03 years**, on site from the date of installation, testing and commissioning and the same may be factored in while quoting the price in the tender. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution at his risk and cost.

**17. Completion Schedule:** The work allotted to the Bidder is to be **completed within 45 days** from the date of acceptance of the Work Order. Bidders are advised to visit the site and get themselves fully acquainted with the general and local site conditions, particularly those bearing upon transportation, handling, storage and the like, prior to quoting for the work.

**18. Liquidated damages:** Liquidated Damages shall be recovered from the Contractor's dues for delay in completion of the work. The quantum of liquidated damages per week shall be calculated at 0.25% of the cost awarded (accepted tender amount) put to tender subject to a maximum 5% of the accepted tender amount.

**19. Extension of time:** If the Contractors desire any extension of time for completion of work on grounds of there, having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrances. Such application shall contain complete details of hindrances, which hindered the Contractors in the execution of the work. If in the opinion of Bank's Officials, works be delayed by force majeure such as: (a) war/ hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons and in such cases, if any such extension of time in execution of work is granted by the Bank, the extension of time will be given without prejudice to Bank's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the Employer whatsoever on account of delay or idle labour/machinery.

**20. Compensation for delay:** The bidder 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 subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in obtaining power connections for work purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum



besides the tender amount, subject to such variations as are provided for herein.

**21.** No escalation shall be allowed on the rates of this contract. Any extra item required for proper completion of work shall be got approved from NABARD and shall be paid on actual labour & material cost. Rate analysis regarding the same should be submitted by the Contractor to NABARD for approval.

**22. Terms of Payment:** Payment under this contract shall be made as follows:

100% after satisfactory supply, installation, testing and commissioning etc. of material at site and production of bill to the Bank, the bill should be accompanied with virtual completion certificate (**as per the Annexure IX**) duly certified by the AGM of NABARD and if required satisfactory quality test report issued by the independent test house approved by NABARD, **within 15 working days from the date of bill submission along with relevant document mentioned above.** The payment will be released as per the measurement in accordance with the schedule of quantities. Retention money deposit and deduction of statutory taxes shall be applicable while releasing the payment. **No advance shall be paid to the Contractor.**

**23.** The total retention money recovered from the bills shall be 5% of contract value including Earnest Money Deposited and will be retained for defect liability period (warranty period) from the date of completion work and will not bear any interest. Any defect in this period shall be rectified by the Contractor at their cost. In this regard the date of successful trial/ inspection of the works at site taken in presence of NABARD's Engineer /Official shall be considered as date of completion of work.

**24.** The Contractor shall use all the materials conforming to relevant BIS/ relevant Code and will use the best materials of approved manufacture.

**25. Inspection of work:** The Contractor shall at the instructions of NABARD within such time as notified, open up for inspection any work and should the Contractor refuse or neglect to comply with such instructions, the Employer may employ other workman to open the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Contractor from any money due or which may become due to the Contractor.

**26. Notices:** Notices of the Employer, to the Contractor, may be served personally or by being left at or sent by registered post to the last known place of the business of the party to whom the same is given or in the case of the Contractor by being left on the works, Notices may be served at or sent by registered post to the registered office of the Contractor. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

**27. Revision in tender:** Any request for revision of original tender rates, specifications or conditions by a bidder received after opening of tenders shall not be entertained.

**28. Deletion or Addition in quantities of items:** The tender rates shall be fixed and

applicable for any increase or decrease in the tendered quantities. The Employer can increase or decrease any quantities to any extent or even delete particular item as per requirements and site conditions. The Contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the Contractor on this account.

**29. Termination of contract by the Employer:**

- a)** If the Contractor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or the liquidator, in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that they are 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 to be issued 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 the contract without the consent in writing of the Employer first obtained. **OR**
- b)** Shall charge or encumber this contract or any payments due or which may become due to the Contractor there under. **OR**
- c)** If the Contractor has:
- Abandoned the contract, **OR**
- Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Employer written notice to proceed, **OR**
- 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**
- Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials of work were condemned and rejected by the Employer under these conditions, **OR**
- 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, **OR**
- Has to the detriment of good workmanship or in defiance of the Employer's instructions to the contrary sublet any part of the contract.
- d)** Then and in the event of any of the aforesaid cases, the Employer may, notwithstanding any previous waiver, after giving seven-day notice in writing to the Contractor, determine the contract but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the Contractor. Further, the Employer may

enter upon and take possession of the work and all plant, tools, scaffolding, sheds, 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 own servants and workmen in carrying on and completing the works or by employing any other Contractors or other persons to complete works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other 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 14 days after the receipt thereof by him, the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realized on deducting therefrom the costs of removal and sales.

- e) If any sum shall be due or payable to or by the Employer for the values of the said plant and materials so taken possession of by the Employer and the expense of loss which the Employer shall have been put to in requiring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Employer's certificate shall be final and conclusive between the parties. On termination of the contract, the Contractor shall forthwith remove himself and his workmen from the work site.

**31. Termination of the contract by the Contractor:** If the payment of the amount payable by the Employer shall be in arrears and unpaid for reasonable period after it has become due as per payment terms and after notice in writing requiring payment of the amount shall have been given by the Contractor to the Employer and if the Employer unreasonably withholds any such payment then Contractor shall be entitled to give a termination notice and terminate the contract and recover from the Employer payment for all works executed for the purpose of the contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed.

**32. Matters to be finally determined by the Employer:** The Employer's decision, opinion, direction, with respect to all or any of the matter such as scope of work, Contractor to provide everything necessary, materials and workmanship to conform the description, assignment of subletting, defects after completion, delay & extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the Contractor. Employer's instructions if any, in this regard in case of any urgency, shall also be complied immediately.

**33. Arbitration:** If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the Employer or its Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 day notice in writing to the other (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein after provided for the purpose of appointing the Conciliator or the Sole Arbitrator

who shall be appointing the Conciliator or the Sole Arbitrator referred above, the Employer shall send to the Contractors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within fifteen days of receipt of the names. The Employer shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the Employer fails to send to the Contractors, the panel or three names as aforesaid within the period specified, the Contractor shall send to the Employer, a panel of three names of persons who shall be unconnected with either party. The Employer shall, on receipt of the names as aforesaid, select any one of the person's names and appoint him as the Conciliator or Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or Sole Arbitrator and communicate his name to the Employer.

If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed as aforesaid.

The Conciliation / Arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator (s) the award of the Arbitrator (s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are paid in equal proportion by each of the parties. The cost of the Conciliation / Arbitration including the fees, if any, of the Conciliator or the Arbitrator, shall be directed to be finally borne by such partly or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.

The Employer and the Contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

**34. Insurance:** The Contractor, is required to keep the supply/works duly insured from commencement to completion of works, the supplier /Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening etc. and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

The successful bidder shall obtain CAR (Contractors all risk insurance policy) to the tune of 1.25 times of contract value and workmen compensation policy for the workmen to be employed at site for the period of contract. The policies should be in the joint name of NABARD and the bidder where first name should be NABARD. The original insurance policies should be handed over to NABARD within 7 days of award of work.

**Explanation:** For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue of the work order to the Contractor and ending with successful commissioning of the work.

**35.** The Contractor shall observe all the safety precautions for the safety of the labour and the employees of the NABARD, during execution of works. He would be responsible for the safety of persons employed by him. The Contractor shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises. NABARD shall not bear any responsibility in case of any accident to his worker in the premise due to no fault of NABARD's working but merely due to negligence of his worker or lack of safety provided to them by the Contractor.

**36.** The bank at its discretion if required will be carrying out testing of the equipment randomly in reputed and accredited test houses or engineering institutions at any point of time. The Bidder shall arrange the necessary logistics and conveyance for arranging the test. The cost for testing by the test houses will be borne by the bidder.

- a. The items will be accepted if the test results are meeting the specifications provided in the tender.
- b. If the test results are failure- The successful bidder has to replace the whole lot of supplied items to NABARD with a new lot of items meeting the specifications within 30 days failing which the contract will be cancelled and the EMD will be forfeited, and also the firm will be blacklisted from participating in future tenders of NABARD.

**37.** The bidders should provide the item wise detailed product specifications to be supplied and to be attached in the technical bid.

**38. Delivery of the Items:** Items procured by NABARD through this tender are to be delivered at **NABARD Officer Staff quarters at Ghatkopar(W), Mumbai – 400086**. To be installed and commissioned at Gymnasium room (1<sup>st</sup> floor) in the NABARD Staff Quarters as per the instructions of the concerned NABARD officer.

**39. Submission of Architectural layout for the Gymnasium:** The Gymnasium equipment mentioned in the BOQ is the tentative list. The agency which has quoted the lowest amount and become L1 bidder has mandatorily to submit the Architectural floor layout plan for the Gymnasium room with the placement of proposed Gymnasium equipment. It should be noted that the only after the NABARD approval of the floor layout plan, the agency has to plan for the supply of Gymnasium equipment. The bidder should design the floor layout plan depending upon the space availability and layout of Gymnasium room and should assist

NABARD in this regard. NABARD shall not pay any charges regarding the same. **The Amount quoted by the bidder in the price bid should be inclusive of architectural design and layout charges.** Any bidder deviate from the above terms & conditions shall be debarred from participation of the tender. NABARD reserves the right to modify the BOQ as per the requirements.

**40. Warranty support:**

The successful bidder has to provide Comprehensive Post-installation warranty support (OEM warranty) for 03 years for all the hardware, software, Installed & commissioned by them, along with the AMC support for a period of **04 (Four) years, on site from the date of completion of OEM Warranty (03 Years) please refer to point 16 above.** In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution. The charges for AMC support for 4 years (Four) from the date of completion of the OEM warranty shall be quoted in the price bid.

**41. Escalation:** No escalation and payment due to increase in prices / wages will be made to the bidder. The rates quoted by the bidder shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

**42. Ownership of drawings:** All drawings, specifications and copies thereof furnished by the bidder will be the property of the Employer. They are not to be used on any other work.

**43. Materials, Appliances and Employees:** The bidder shall, at his own expense, provide all the material, appliances and employees required for testing and carrying out the work and no material required for carrying out the work shall be supplied by the Employer. If tests are to be carried out in external labs, all costs such as testing cost, consultancy fee, taxes, transportation or any other incidental charges shall be borne by the bidder.

**44. Bidder to supply tools & plants etc.:** The bidder shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work required for the proper execution of the work.

**45. Protection of works and property:** The bidder shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. He shall take adequate care and steps for protection of the other floors and adjacent properties. The bidder shall take all precautions for the safety and protection of his employees on the work and shall comply with all applicable provisions of Government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work.

**Declaration by The Bidder**

I/we hereby declare that I/we have read and understood the above instructions to the bidders and that the same are binding on me/us.

*(Signature of Authorised Signatory of bidder firm along with Seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*

**Annexure I**  
**Checklist for submission of bid & supporting documents**

*(Checklist is indicative and not exhaustive and bidder may ensure that all the required documents duly signed on all pages are submitted as required in the bidding process)*

Sl. No.	Details of bid documents to be submitted	Mark <input checked="" type="checkbox"/>
1	Proof of Earnest Money Deposit as mentioned in the Tender. (Exempted for MSEs/Vendor Assessment Certificate/Udyam Certificate)	<input type="checkbox"/>
2	Covering letter for submission of Tender (Letter to NABARD on Tenderer/Bidder's letterhead)	<input type="checkbox"/>
3	Form of Tender	<input type="checkbox"/>
4	Vendor/Bidder's letter giving technical clarifications (if any).	<input type="checkbox"/>
5	Proof of experience as on 31.03.2025	<input type="checkbox"/>
6	Annual turnover of last three financial years (FY21-22, FY22-23, FY 23-24) duly certified by the Statutory Auditors / CA.	<input type="checkbox"/>
7	GST Registration Certificate	<input type="checkbox"/>
8	Income Tax Returns of last three financial years ending on 31 March 2024.	<input type="checkbox"/>
9	Balance sheet and P & L Account statement certified by CA of last 3 financial years ending on 31 March 2024.	<input type="checkbox"/>
10	Copies of work order & Completion certificates issued by the clients, as on 31.03.2025.	<input type="checkbox"/>
11	Manufacturer's Certificate of Dealership.	<input type="checkbox"/>
12	Manufacturer's Udyam Certificate, if MSE.	<input type="checkbox"/>
13	All products should be tested in accordance with standard operating conditions. Test certificates shall be produced by the bidder along with the supply.	<input type="checkbox"/>
14	Bidders or their OEM must have their own service centre in Mumbai/MMRDA.	<input type="checkbox"/>
15	List of Work order and Completion Certificates of works more than ₹5.20 lakhs as per Annexure XV	<input type="checkbox"/>
16	Organizational / Financial Profile of the Vendor/Bidder	<input type="checkbox"/>
17	Proforma for Bank Account Details	<input type="checkbox"/>



18	Manufacturer's Authorization Form (MAF)/ OEM Authorization Form	<input type="checkbox"/>
19	Backup Commitment from the Manufacturer for System Maintenance (on Manufacturer's letterhead) –Applicable in case the Vender/Bidder is not OEM (Original Equipment Manufacturer)	<input type="checkbox"/>
20	Technical Specifications & Compliance Sheet	<input type="checkbox"/>
21	Certificate/Affidavit of Correctness & Non-Blacklisting Certificate	<input type="checkbox"/>
22	Technical specification of the Gymnasium Equipment to be supplied has to filled up	
23	Preamble to Bill of Quantities & Financial Bid	<input type="checkbox"/>

*(Signature of Authorised Signatory of bidder firm along with Seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*

**Annexure- II**  
**Organizational / Financial Profile of the Vendor/Bidder**

<b>S. No.</b>	<b>Particulars</b>	<b>Bidder's response</b>
<b>A</b>	<b>General Information</b>	
1	Name of the Bidder/ Agency/ Contractor	
2	Date of Establishment	
3	Registered Office Address 1. Postal Address 2. Telephone/ Mobile No. 3. Email	
4	Name and Designation of In-charge through which the proposed work of the Bank will be handled.	
	Number and addresses of locations where Service Support Centres are available for the Product being supplied.	
5	Type of Agency (whether Sole Proprietorship/ Partnership/ Private Limited/ Limited or Cooperative Body, etc.) (copy of supporting documents to be enclosed)	
6	Name of Proprietor/ Partners/ Directors, etc.	
7	Details of Registration a. Whether Partnership firm, company, etc. b. Registering Authority c. Date of Registration d. Registration No. (copy to be enclosed)	
8	Whether registered/ empanelled for similar works/ service with	

	a. Govt./ Semi-Govt./ Municipal Authorities or any other public organisation b. If Yes, Name of organisation c. And, since when?	
9	Classification: Original Equipment Manufacturer/ Dealer	
10	If Joint Venture, then specify names of Partners in the Service Support Co, JV	
11	Number of Engineers/ Technicians familiar with the Product offered	
12	Total Number of Employees	
13	Products (details of the products being manufactured/produced / supplied by the bidder)	
14	Have you in the past carried out any works for NABARD? If Yes, give details.	
<b>B</b>	<b>Financial Information</b>	
15	Annual Turnover of last 03 years (copies to be submitted) a. FY 2021-22 b. FY 2022-23 c. FY 2023-24	
16	Permanent Account Number (PAN) (copy to be enclosed)	
17	Goods & Services Tax Registration No. (GSTIN) (copy to be enclosed)	
18	Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last 05 (five) years (Yes/ No)? If Yes, then please give details.	

20 List of Government entities incl. RBI/AIFIs/Private and Public Sector Banks/Corporates to whom the similar products were supplied by the bidding firm (along with supporting documents). *Please furnish details as per the following format (Indicate value of works more than ₹5.20 lakhs). Important: Indicate the contact details of at least 3 customers.*

Sl. No	Name and address of the Customer with phone number	Total numbers of Gymnasium Equipment Items supplied in Customer's Organization	Year of Supply	Brief details of Gymnasium Equipment supplied	Approx. Value of order (₹ Lakh)	Whether the Customer is continuing under Warranty /AMC
1						
2						
3						

*(Signature of Authorised Signatory of bidder firm along with Seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*

Note: Documents supporting Financial Statement (like Copies of published Annual Reports / audited financial statements etc.) should necessarily be submitted along with Technical Bid.

**Annexure - III**  
**Proforma for Bank Account Details**

(Details of Bank Account to be furnished by the bidders for effecting e-payments)

Name of Vendor / Contractor / Service provider / Bidder firm:

Phone number:

Email-ID:

Bank Account details:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the account holder (as appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account Number	
5	IFSC Code	
6	Type of account	
7	PAN Number	
8	GST Identification Number	
9	Email ID	

Please enclose following documents along with this sheet

- i. One cancelled cheque leaf
- ii. Copy of PAN and Aadhar Card
- iii. Copy of GST Identification Number

*(Signature of Authorised Signatory of bidder firm along with Seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*

Annexure- IV

*(Not applicable in case of bids submitted by OEM)*

**Manufacturer's Authorization Form (MAF)/ OEM Authorization Form**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer.]*

Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

To,

The Chief General Manager,  
DPSP, NABARD, Head Office,  
Mumbai

Dear Sir,

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract against the Bid Document.

We hereby extend our full warranty in accordance with Warrant Clause of the terms & Conditions of Contract, with respect to the Goods offered by the above firm against this BID. We as a manufacturer of [insert type of goods manufactured] confirm to provide the spare & service support for a minimum period of 5 years after supply & commissioning of the goods offered by the above firm against this BID.

Yours faithfully,

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Designation: [insert official designation]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated: [insert date of signing]

Note – If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

*Mandated Enclosure: UDYAM Certificate of Manufacturer/OEM/support document to be an OEM.*

Annexure–V  
**Backup Commitment from the Manufacturer for Maintenance of Goods Supplied (on Manufacturer's letterhead)**

*(Applicable in case the Vender/Bidder is not OEM (Original Equipment Manufacturer))*

The Chief General Manager,  
DPSP, NABARD, Head Office,  
Mumbai

Dear Sir,

**“Tender for Supply, Installation, Commissioning and Testing of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai”**

We [insert complete name of Manufacturer] hereby confirm that in the unlikely event of M/s. [insert complete name of Bidder] failing to fulfil their obligations with respect to warranties/ guarantees for products [ names of products supplied/ to be supplied by the bidder] to be supplied and installed in your premises, we undertake to render post supply & installation services including warranties/ guarantees directly (or through another reputed Dealer) to you at the same terms and conditions as Proposed by M/s. [insert complete name of Bidder] This assurance will be valid for entire warranty period after handing over of the installation and for a further period as may be decided based on a joint review after expiry of one year.

We assure that the spare parts and accessories shall be available for the entire period of warranty, from the time of supply & installation of the goods. If any of the peripherals/components/ spare parts are not available during the said period, the peripherals/ components of equivalent or higher capacity shall be made available.

We also understand that this letter will form the part of the contract documents to be executed between M/s [insert complete name of Bidder] and NABARD.

Yours faithfully

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Designation: [insert official designation]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated: [insert date of signing]

Note – If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

Note: This letter should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer in prescribed format only.



Annexure VI- Technical Specifications & Compliance Sheet (To be filled and uploaded)

Sl. No	Item Particulars	Technical specification of Gymnasium Equipment's as issued by the buyer	Brand Offered & Model No. (along with product catalogue & certifications)	Manufacturer Authorization Provided (Yes/No/Not Applicable)	Complied with specifications (Yes/ No), if any deviation is there, please mention
1	<b>Tread Mill</b>	<ul style="list-style-type: none"> <li>i. Dimension: 79"(L) X 34"(W) X 55"(H) - and above.</li> <li>ii. Motor: AC Motor, 4.0 HP AC and above for continuous duty, 6-8 HP Peak Duty</li> <li>iii. Speed: 0.8 To 19 Kmph.</li> <li>iv. Elevation: 0% To 15% Incline.</li> <li>v. Heart Rate: Contact grips, wireless receiver or equipped for heart rate telemetry reading</li> <li>vi. Running Surface: 57" (L) X 20" (W) - and above.</li> <li>vii. Programs: Manual, Interval, Time Goal, Distance Goal, Calories Goal, Random, Target HR, Weight Loss, Fitness Test</li> </ul>			

Sl. No	Item Particulars	Technical specification of Gymnasium Equipment's as issued by the buyer	Brand Offered & Model No. (along with product catalogue & certifications)	Manufacturer Authorization Provided (Yes/No/Not Applicable)	Complied with specifications (Yes/ No), if any deviation is there, please mention
		viii. Display: LED profile display, Alphanumeric LEDs, HR Zone display ix. Power Requirements: 220V AC. x. Max User Weight: 170 Kg and above xi. Workout Feedback: Time, Pace, Incline, Distance, Speed, Level, Calories, METs, Target HR, Actual HR, Profile xii. Extras: Water bottle holder, reading rack <b>Warranty</b> - Minimum Three-year onsite warranty.			
2	<b>Recumbent Bike</b>	i. Dimension: 57"/24"/48" to 64" (L) X 28.5" (W) X 55" (H) ii. User Weight: 170 Kgs and above. iii. Assembled weight: 70kg iv. Electrical Requirements: Self-powered v. Maximum Watt: 300 Watts and above.			

<b>Sl. No</b>	<b>Item Particulars</b>	<b>Technical specification of Gymnasium Equipment's as issued by the buyer</b>	<b>Brand Offered &amp; Model No. (along with product catalogue &amp; certifications)</b>	<b>Manufacturer Authorization Provided (Yes/No/Not Applicable)</b>	<b>Complied with specifications (Yes/ No), if any deviation is there, please mention</b>
		vi. Resistance Range: 1-25. i. Resistance System: 2-stage generator / Electro-Magnetic resistance vii. Display: LED profile display, Alphanumeric LEDs, HR Zone display viii. Workout Feedback: Time, Pace, Incline, Distance, Speed, Level, Calories, METs, Target HR, Actual HR, Profile ix. Programs: Manual, Interval, Time Goal, Distance Goal, Calories Goal, Random, Target HR, Weight Loss, Fitness Test xiii. Heart Rate: Contact grips, wireless receiver or equipped for heart rate telemetry reading x. Pedal Type: Self balancing with adjustable straps xi. Seat Type: Comfort seat xii. Seat Adjustment: 25 to 30 positions			

Sl. No	Item Particulars	Technical specification of Gymnasium Equipment's as issued by the buyer	Brand Offered & Model No. (along with product catalogue & certifications)	Manufacturer Authorization Provided (Yes/No/Not Applicable)	Complied with specifications (Yes/ No), if any deviation is there, please mention
		xiii. Handlebar Type; Console and seat-mounted with contact heart rate grips xiv. Extras: Water bottle holder, reading rack xv. Fly Wheel: 9 Kg and above precision balanced. xvi. Crank Assembly: 3 Pieces crank assembly. <b>Warranty</b> - Minimum Three-year onsite warranty.			
3	<b>Elliptical cross trainer</b>	ii. Dimension: 70"/29.5"/64" to 74" (L) X 29.5" (W) X 64.5" (H) iii. Strides: 21" to 24" iv. Step-on Height: 9" v. Maximum Watt: 300 Watts and above. vi. Resistance Level: 1-25 Levels. vii. Resistance System: 2-stage generator / Electro-Magnetic resistance viii. Electrical Requirements - Self-powered			

<b>Sl. No</b>	<b>Item Particulars</b>	<b>Technical specification of Gymnasium Equipment's as issued by the buyer</b>	<b>Brand Offered &amp; Model No. (along with product catalogue &amp; certifications)</b>	<b>Manufacturer Authorization Provided (Yes/No/Not Applicable)</b>	<b>Complied with specifications (Yes/ No), if any deviation is there, please mention</b>
		ix. Programs: 16 Programs – Manual, Interval, Fat Burn, Random, HR Weight Loss, HR Interval, Constant Watts, Interval Watts, Hill Watts, Time Goal, Distance Goal, Calories Goal. x. Fly Wheel: 9 Kgs precision balanced. xi. Display: 10 x 14 white dot-matrix LED profile display, Alphanumeric LEDs, HR Zone display. xii. Workout Feedback: Time, Pace, Incline, Distance, Speed, Level, Calories, METs, Target HR, Actual HR, Profile xiii. Heart Rate: Contact grips, wireless receiver xiv. Pedal Type – Oversized with rubber inserts xv. Pedal Spacing – 2”			

Sl. No	Item Particulars	Technical specification of Gymnasium Equipment's as issued by the buyer	Brand Offered & Model No. (along with product catalogue & certifications)	Manufacturer Authorization Provided (Yes/No/Not Applicable)	Complied with specifications (Yes/ No), if any deviation is there, please mention
		xvi. Handlebar Type – Dual action and stationary with contact heart rate grips xvii. Extras - Water bottle holder, May be with reading rack xviii. Crank Assembly: Three pieces crank assembly. xiv. User Weight: 170 Kg and above <b>Warranty</b> - Minimum Three-year onsite warranty.			
4	<b>Smith Machine</b>	i. Total Weight: 130kg and above ii. Starting Weight: 20kg iii. Overall Dimensions: 80.5" (L) x 55.5" (W) x 90" (H) – [+/- 5%] iv. Frame Finish: Two coat powder process			
5	<b>Adjustable Weight Bench</b>	i. Backrest Adjustment Range – 6 Positions, 0-75 degrees ii. User Height Range – 140-220 cm			

Sl. No	Item Particulars	Technical specification of Gymnasium Equipment's as issued by the buyer	Brand Offered & Model No. (along with product catalogue & certifications)	Manufacturer Authorization Provided (Yes/No/Not Applicable)	Complied with specifications (Yes/ No), if any deviation is there, please mention
		iii. Product Weight – 40 to 42 kg iv. Overall Dimensions – 53” (L) x 27.5” (W) x 20” <b>Warranty</b> - Minimum Three-year onsite warranty.			
6	2 tier Dumbbell Rack	i. Max Storage Weight – 750 kg ii. Product Weight – 55 kg to 65 kg iii. Overall Dimensions – 80”x25.6”x31.5” to 84”x25.6”x31.5” (LXWXH)			
7	SOLID RUBBERIZED DUMBBELLS	(2.5x2 / 5x2 / 7.5x2 / 10x2 / 12.5x2 / 15x2 / 17.5x2 / 20x2) - 180 Kg <ul style="list-style-type: none"> <li>Rubber Coated Hex Dumb bell</li> <li>Hexagonal</li> </ul>			
8	RUBBERISED PLATES	(2.5x2 / 5x2 / 7.5x2 / 10x2 / 12.5x2 / 15x2 / 20x2) - 145 kg			

Sl. No	Item Particulars	Technical specification of Gymnasium Equipment's as issued by the buyer	Brand Offered & Model No. (along with product catalogue & certifications)	Manufacturer Authorization Provided (Yes/No/Not Applicable)	Complied with specifications (Yes/ No), if any deviation is there, please mention
		<ul style="list-style-type: none"> <li>• CI Casting Rubber Mold</li> <li>• Hexagonal Shape</li> </ul>			
9	<b>OLYMPIC BARS</b>	7'X1 and 4'X1 – 11 feet <ul style="list-style-type: none"> <li>• EN 19 Steel with Annealed Pickled Chromed • Linear Shape</li> </ul>			
10	<b>OLYMPIC EZ BARS</b>	4'X1 - 4 feet <ul style="list-style-type: none"> <li>• EN 19 Steel with Annealed Pickled Chromed • Zigzag Shape</li> </ul>			
11	<b>BARBELL RACK</b>	Olympic Bars holders Barbell Rack Stand - 1 No.			
Comprehensive warranty		The successful bidder must provide Comprehensive Post-installation manufacturer's product warranty support for minimum period of 4 years, after the completion of 03 years onsite warranty			
Delivery and Installation		All items to be delivered at specified locations of NABARD Officers Staff Quarters at Damodar Park, Ghatkopar(W), Mumbai and installed as per the direction of concerned NABARD official without any extra cost.			



<b>Sl. No</b>	<b>Item Particulars</b>	<b>Technical specification of Gymnasium Equipment's as issued by the buyer</b>	<b>Brand Offered &amp; Model No. (along with product catalogue &amp; certifications)</b>	<b>Manufacturer Authorization Provided (Yes/No/Not Applicable)</b>	<b>Complied with specifications (Yes/ No), if any deviation is there, please mention</b>
Service Conditions		The Bidder or their OEM should have their service centre in Mumbai. Turnaround time should not be more than 48 working hours to attend the service call and carry out the necessary repair/maintenance works.			

*(Signature of Authorised Signatory of bidder firm along with Seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*

Annexure VII  
**ARTICLES OF AGREEMENT**

*(To be executed on non-judicial stamp paper of value Rs. 500/-)*

THIS AGREEMENT is made at Mumbai in this \_\_\_ day of \_\_\_\_\_ 2025

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra - Kurla Complex, Bandra (East), Mumbai-400051, hereinafter referred to as "NABARD" (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the ONE PART.

AND

M/s. \_\_\_\_\_, a firm/ company registered/ incorporated under the Companies Act, 1956 Act and having its registered office at \_\_\_\_\_ (GST No. – \_\_\_\_\_; PAN no. – \_\_\_\_\_) hereinafter referred to as the “**Vendor/Contractor**” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

*(NABARD and the Contractor are collectively hereinafter referred to as “**the parties**”)*

WHEREAS

1. NABARD is desirous of carrying out the work for **Supply, Installation, Commissioning and Testing of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai** as indicated in the specifications and financial bid of tender document at NABARD Head Office Premises situated at Plot No. C-24, 'G' block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051 had issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) dated 08-07-2025 inviting bids for providing the said works at the said premises.
2. The Vendor/ Contractor had, vide its letter dated \_\_\_\_\_, submitted its Tender for undertaking the said works at the said Premises.
3. NABARD, vide its Work Order letter no. \_\_\_ dated \_\_\_\_\_ has selected the Contractor for carrying out the said works at the said premises.
4. The parties hereby, agree, record and confirm the various items and conditions for carrying out the said works as mentioned in the NIT, Complete tender document containing the scope of work, terms & conditions and special terms & conditions of

the contract document (*hereinafter referred to as “**the said conditions**”*) at the said premises hereinafter appearing.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Supply, Installation, Testing and Commissioning of Gymnasium Equipment as mentioned in the specifications and financial bid at National Bank for Agriculture & Rural Development Officer and Staff Quarters situated at Damodar Park, Ghatkopar (W), Mumbai – 400 086 and to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the Tenderer hereby agrees to commence the work/ job within **45 days** of receipt of the work order as

provided for in the said conditions and to complete the entire work within the time period prescribed in the tender, reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.

9. 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 to the exclusion of all other courts.
10. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.
11. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

IN WITNESS WHEREOF NABARD and Vendor/contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

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

### **Signature Clause**

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

(Name & Designation) :

In the presence of:

Witness #1	Witness #2
Signature	Signature

Name of the Witness #1:	Name of the Witness #2:
Address:	Address:

SIGNED AND DELIVERED by the Bidder By the hand of

(Name and Designation):

In the presence of:

Witness #1	Witness #2
Signature	Signature
Name of the Witness #1:	Name of the Witness #2:
Address:	Address:

Annexure - VIII

**INDEMNITY BOND**

*(To be executed on non-judicial stamp paper of value Rs. 500/-)*

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 (hereinafter referred to as '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 ..... on this ..... day of ..... 2025.

Whereas NABARD have appointed M/s ..... as the Vendor/ Contractor for their proposed work relating to “Tender **for Supply, Installation, Commissioning and Testing of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai**”.

THIS DEED WITNESSETH AS FOLLOWS: -

I/ We, on behalf of M/s ..... (Tenderer/ Contractor) hereby declare and certify that we are the rightful owners/ licensees of the said Gymnasium equipment offered for sale to NABARD and that the sale of the said Gymnasium equipment to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy Rights Act.1957 or any other Act for the time being in force.

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 THEREOF M/s ..... has set their hands on this .....day of .....

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

Signature of the Authorised  
Signatory

IN THE PRESENCE OF WITNESSES:

1. Name & Signature:

2. Name & Signature:

Annexure - IX

**FORMAT OF VIRTUAL COMPLETION CERTIFICATE**

To,  
The Chief General Manager  
DPSP, NABARD Head Office  
Mumbai

Dear Sir,

**Tender for Supply, Installation, Commissioning and Testing of Gymnasium Equipment's at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai"**

**Ref. No. :** [Indicate Work/ Purchase Order No.]

1. Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works.
2. We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract.
3. 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 Authorized Signatory of bidder firm along with Seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*



**Annexure - X**  
**Certificate/Affidavit of Correctness & Non-Blacklisting Certificate**

*(To be executed letter head)*

I / We Proprietor/ Partner(s)/ Director(s) of M/S. [*Full Name of the Bidder Firm*] hereby declare that the information and documents submitted online as technical bid for the Bid No. [*Enter GeM Bid No. ....*] are true and correct to my knowledge and belief and I/We are fully responsible for the correctness of the information and documents submitted by us in the Technical Bid.

And

I / We Proprietor/ Partner(s)/ Director(s) of M/S. [*Full Name of the Bidder Firm*] hereby declare that the I/We have not been Blacklisted by any Centra/ or State Govt. Department/ Public Sector Undertakings/ Public & Private Sector Banks & Financial Institutions/ Regulatory Authorities/Autonomous Bodies /Govt. Undertakings/ Institutions/Universities.

*(Signature of Authorised Signatory of bidder firm along with Seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*

Annexure XI- Technical Data Sheet for the equipment (To be filled and uploaded)

**Tread Mill**

<b>Parameters</b>	<b>Details/Particulars/Specifications</b>
<b>Name of the Make and Model No</b>	
<b>Tread Mill Specifications:</b>	
a) Motor Power & type –	
b) Speed range -	
c) Inclination – (in %)	
d) Running surface - (in inches)	
e) Running belt – (material, locking etc)	
f) Console- (dimension and display items)	
g) Preset Programmes (number & type)	
h) Cooling fan – (Inbuilt or not)	
i) Dimension -	
j) User weight – (maximum in KG)	
k) Warranty – (period and type)	
l) ISO / quality certification details	
m) Other Details and highlights (as per product brochure)	

**Recumbent Bike**

<b>Parameters</b>	<b>Details/Particulars/Specifications</b>
<b>Name of the Make and Model No</b>	
<b>Specifications:</b>	
a) Fly wheel – ( in kg)	
b) Handle bars, seat and straps – ( type, adjustable or not)	
c)Console display – (dimension and display items)	
d)Pre-set Programs – (number & type)	
e) Dimension – ( L X B X H in inches)	
f) User weight – (maximum weight in KG)	
g) Warranty – (period and type)	
h) ISO / quality certification details	
i) Other Details and highlights ( as per product brochure )	

**Elliptical Cross Trainer**

<b>Parameters</b>	<b>Details/Particulars/Specifications</b>
<b>Name of the Make and Model No</b>	
<b>Specifications:</b>	
a) Resistance Levels – ( number of levels / digital or not)	

b) Console display – (dimension and display items)	
c) Stride length – (in inches)	
d) Fly wheel – (in kg)	
e) Pre-set Programs - - (number & type)	
f) Dimension - (L X W X H in inches)	
g) Warranty – (period and type)	
h) ISO / quality certification details	
i) Other Details and highlights (as per product brochure)	

#### **Smith Machine:**

<b>Parameters</b>	<b>Details/Particulars/Specifications</b>
<b>Name of the Make and Model No</b>	
<b>Specifications:</b>	
a) Total Weight	
b) Starting Weight	
c) Overall Dimensions	
d) Frame Finish	
<b>f) Warranty – (period and type)</b>	

### Adjustable Weight Bench

Parameters	Details/Particulars/Specifications
<b>Name of the Make and Model No</b>	
<b>Specifications:</b>	
a) Backrest Adjustment Range –	
b) User Height Range -	
c) Product Weight	
d) Overall Dimensions -	
Positioning Type	
f) Warranty – (period and type)	
g) ISO / quality certification details	
h) <b>Other Details and highlights</b> (as per product brochure)	

## 2 Tier Dumbbell

<b>Name of the Make and Model No</b>	
<b>Specifications:</b>	
a) Max Storage Weight -	
b) Product Weight -	
c) Overall Dimensions -	
f) Warranty – (period and type)	
g) ISO / quality certification details	
h) <b>Other Details and highlights</b> (as per product brochure)	

**Name of the Agency:**

**Address of the Agency:**

**Signature along with the seal of the agency Date:**

Annexure – XII  
**List of Buy Back items (Indicative)**

<b>Sr. No</b>	<b>Particulars</b>	<b>Make/Model</b>	<b>Date of Purchase</b>	<b>Item Sr. No</b>
1	Cross Trainer	Horizon Endurance 4	28-01-2015	EP565C14103X00081
2	Cycle	Paros pro	28-01-2015	CB025140310015
3	Tread Mill	TM5000 - Proline	28-01-2015	UT1408134-TA15200
4	Bench press	NA	07-07-2016	NA
5	Bench	NA	old	NA
6	Dumbbell stand with weights	NA	28-01-2015	NA
7	Bench press (inclined)	NA	old	NA
8	Triceps Hand rod	NA	old	NA

- *NABARD reserves the right to modify the list of items indicated above*

## **Annexure – XIII**

### **INTEGRITY PACT**

*(To be submitted on ₹500=00 non-judicial stamp paper)*

#### **General**

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.

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

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.

NOW, THEREFORE,

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 :-

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

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.

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

#### **Commitments of the Employer**

1.1 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.

1.2 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.

1.3 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.

2. 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.

### **Commitments of TENDERERs**

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

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

3.2 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 disfavour to any person in relation to the contract or any other contract with the Bank.

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

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

3.5 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.

3.6 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.

3.7 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.

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

3.9 The TENDERER shall not approach the Courts while representing the matter to IEM and he/she will await their decision in the matter.

3.10 In case of a Joint Venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the Principle Contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

3.11 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.

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

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

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

3.15 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.

#### **4. Previous Transgression**

4.1 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.

4.2 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.

## **5. Earnest Money (Security Deposit)**

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

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

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

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

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the TENDERER or anyone 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: -

(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.

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

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

(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.

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

(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.

(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.

(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.

(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.

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

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

6.3 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.

## **7. Fall Clause**

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

## **8. Independent Monitors**

8.1 The EMPLOYER has appointed Independent External Monitor **Shri Jagdeep Kumar Ghai, P&TA, FS (retd)** (hereinafter referred to as Monitor) e-Mail [jkghai@gmail.com](mailto:jkghai@gmail.com) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

8.5 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.

8.6 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.

8.7 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.

8.8 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.

## **9. Facilitation of Investigation**

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.

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

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.

## **12. Validity**

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

12.2 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.

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

**EMPLOYER**

Name of the Officer

Designation

NABARD

Witness

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

**TENDERER**

Chief Executive Officer

Witness

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

**Annexure – XIV****Chartered Accountant's Certificate**

*(As attachment to Format for Technical Bid on letter head of the Chartered Accountant's Firm)*

The following details of M/s \_\_\_\_\_ given in the table below are certified to be correct based on the verification of original documents and supporting information:  
Profit and Loss Account:

<b>Year</b>	<b>Turnover (₹)</b>	<b>Profit for the Financial Year in (₹ Lakh)</b>	<b>Page Number in the Attached P&amp;L A/c</b>
2021-22			
2022-23			
2023-24			

Name and Signature of the Partner seal:  
Membership number:

Name of the Firm :  
**FRN of the firm** :

## **Annexure – XV**

List of Work order and Completion Certificates of works more than ₹5.20 lakhs:

Sr. No.	Work Order No./Work completion	Date	Name of the client	Particulars of works/Description of materials supplied	Amount (₹)

(Please attach the copies of work orders and work completion certificates)

Name and Signature of the seal:



## **Part- II-PRICE BID**

### **Preamble to Bill of Quantities/ Financial Bid**

#### **“Tender for Supply, Installation, Commissioning and Testing of Gymnasium Equipment’s at NABARD Officer Staff Quarters at Damodar Park, Ghatkopar (W), Mumbai”**

1. Preamble to bill of quantities/ financial bid form a part of the bill of quantities/ financial bid for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Items are described to the best possible extent in the bill of quantities. However, should there be any clarifications required about any item, the same should be obtained by the bidder during pre-bid meeting prior to quoting the rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
3. If no rate/amount is mentioned against any of the items in Bill of Quantities, the tender will be summarily rejected.
4. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
5. All quoted rates shall be inclusive of all taxes including goods and service tax (GST) and transportation costs, installations costs or any other costs, unless otherwise stated. No other claim whatsoever in this respect shall be entertained.
6. Income Tax, IT(TDS), GST(TDS), Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors as per the applicable law. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.
7. Rates to be filled in Bill of Quantities – The bidder is requested to fill up rates both in figures and word. If on check there are differences between the rates given by the contractor in words & figures or in the amount worked out, the following procedure shall be followed:
  - a. When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the bidder shall be taken as correct.
  - b. When the amount of an item not worked out by the bidder or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.

- c. When the rates quoted by the bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.
- 8.** The Bank do not bind itself to accept the lowest or any tender and reserve its right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
- 9.** Rates quoted by the firm should be valid for a minimum period of **90 days** from the date of opening of price bid.
- 10.** The Bidder in their own interest and expense may visit the site and see and understand the site before quoting the rates.
- 11.** In the event of Multiple L1 bidders, after opening of Price Bids, process as outlined in GeM portal shall be adopted. NABARD decision in this regard shall be final.

**Declaration by the Contractor/Bidder**

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

**Accepted all Terms & Conditions**

Place:

**Authorized Signatory**

Date:

**Signature & Seal of Tenderer**

**PRICE BID (SCHEDULE OF QUANTITIES)**  
**(Amount in Indian Rupees)**

<b>Sl. No.</b>	<b>Component (As per the Technical specification in Annexure VI)</b>	<b>Make &amp; Model Name (To be filled in by Bidder)</b>	<b>Quantity (Nos.)</b>	<b>Price per Unit in figures (₹) including GST</b>	<b>Price per Unit in words (₹) including GST</b>	<b>Total Amount (₹) (including GST)</b>
			<b>A</b>	<b>B</b>		<b>C=A*B</b>
1	Tread Mill		1 No.			
2	Recumbent Bike		1 No.			
3	Elliptical Cross Trainer		1 No.			
4	Smith Machine		1 No.			
5	Adjustable Weight Bench		2 Nos.			
6	2 tier - Dumbbell Rack		1 Set			
7	SOLID RUBBERIZED DUMBBELLS - (2.5x2 / 5x2 / 7.5x2 / 10x2 / 12.5x2 / 15x2 / 17.5x2 / 20x2)		180 Kg			
8	RUBBERISED PLATES (2.5x2 / 5x2 / 7.5x2 / 10x2 / 12.5x2 / 15x2 / 20x2)		145 kg			

9	OLYMPIC BARS (7’ft – 1 No. 4’ft – 1 No.)		11 ft			
10	OLYMPIC EZ BARS – (4’ft)		4 ft			
11	BARBELL RACK		1 No.			
					Sub Total (₹)	
					GST (₹)	
I				Total Value with GST (₹)		
	Comprehensive Annual Maintenance Contract for Gymnasium Equipment after completion of 3 years DLP (Post Installation of Warranty Period)					
	CAMC Charges for 4th Year with GST (₹)					
	CAMC Charges for 5th Year with GST (₹)					
	CAMC Charges for 6th Year with GST (₹)					
	CAMC Charges for 7th Year with GST (₹)					
II	CAMC cost from 4th to 7th Year (after completion of DLP for 3 years) with GST (₹)					
	Buyback of existing equipment as given in Annexure XII					
					GST (₹)	
III	Total buyback value with GST (₹)					
IV	Net Amount (₹) [IV=I+II-III]					

	<b>Total Bid Value in words</b>	<b>Rupees .....</b> <b>..... only)</b>
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*(The Amount quoted should be inclusive of Supply, Installation, Commissioning, Testing, Architectural design & layout charges, Post installation warranty period 4 years CAMC charges, freight charges, GST)*

**Accepted all terms and conditions of the tender.**

*(Signature of Authorised Signatory of bidder firm along with Seal of the firm)*

*Name:*

*Designation of the authorised signatory:*

*Place:*

*Date:*