



**NATIONAL BANK FOR AGRICULTURE AND RURAL  
DEVELOPMENT, LUCKNOW**

**TENDER VOLUME -1  
(Technical Bid )**

TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
OF 60 DIGITAL NOTE PADS

ISSUED TO : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Last date of submission of Tender : 18 January 2010( 15:00Hrs )

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**  
**UTTAR PRADESH REGIONAL OFFICE, LUCKNOW**

**VOLUME - I**

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**NOTICE INVITING TENDER**

Ref.No.NB.UP RO/DIT/ /DIT-ITPOL0910/2009-10

Dated.....

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Supply, installation, testing & commissioning of 60 Digital Note Pads, at National Bank for Agriculture & Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow-226010.**

1. National Bank for Agriculture and Rural Development (NABARD) invites sealed Tenders for supply, installation, testing and commissioning of 60 Digital Note Pad. You are requested to submit your offer in sealed envelopes for the aforesaid work as per detailed specifications and schedule of quantities specified in the tender document.

The Tender document will be available from the office of the Chief General Manager, National Bank for Agriculture & Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow-226010 from **04 January 2010 to 18 January 2010 (up 14.00 hrs of the last date)**. Application for tender document shall be accompanied by Rs. 150.00 (Rupees One Hundred Fifty only) toward the cost of tender in the form of demand draft payable to NABARD, Lucknow towards the cost of tender. The tender document will be issued by hand on payment of the aforesaid sum, which will not be refunded under any circumstances.

Tender document can also be downloaded from the NABARD's Website : **www.nabard.org**  
In case of downloaded tender document, the tenderer should submit the tender document alongwith DD of Rs. 150.00 drawn in favour of NABARD, Lucknow. The tender is liable to be rejected if not accompanied with this amount.

Each tenderer will be issued with the tender document containing Vol-I comprising Notice Inviting Tender, Form of Tender, Terms and Conditions of the Contract , Vendor Details, Articles of Agreement, Schedule of Quantities, Performance Bank Guarantee and Letter of Indemnity and Vol-II comprising Financial Quote.

2. Tenderer who fulfill the following eligibility criteria only should submit the tenders.

i. Suppliers should be registered in India

ii. The supplier should have atleast 3 (three) years' experience in the field of supply of computer hardware and peripherals

iii. The supplier should have OEM presence in India or channel partners / service providers, authorised distributors / dealers / resellers.

iv. The supplier should have sufficient experience and proper infrastructure to provide requisite after sales service and support in the State of Uttar Pradesh. The laptops are to be provided on-site service at our

district offices ( list enclosed ) during warranty period. In case repair of a particular equipment / system takes more than 2 working days, the supplier should be able to provide an alternative arrangement to ensure that there is no interruption in bank's functioning.

v. The supplier should have experience of executing similar works during the last 3 years. The firm should have executed atleast 3 similar works whose value is not less than 30% or atleast 2 similar works whose value is not less than 50% or 1 similar work whose value is not less than 80% in the past three years. Details in this regard should be furnished by the supplier.

vi. The supplier's clientele should include banks, financial institutions, government undertakings and other reputed concerns, references of which should be made available in case the same is sought for by NABARD.

vii. The suppliers' should have sufficient expertise on hardware installation and software configuration.

viii. The supplying agency should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than 2.5 lakh. Details of the same need to be provided.

ix. The bidder should submit documentary evidence in support of fulfilling eligibility criteria mentioned above along with the information i.e. Vendor details as per **Annexure II** of the tender document.

3. The offer should be submitted in two separate sealed envelopes marked as "Envelope No.1" (Technical Bid) and "Envelope No.2" (Financial Bid) and superscribed "Offer for Supply and installation of Digital Note Pad for NABARD, Lucknow addressed to Shri D.P.Misra, Chief General Manager, National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow 226010" should be sent so as to reach him **not later than 15.00 hours on 18 January 2010**

**4. Envelop No.1 (Technical Bid) should contain the following :**

- i. Detailed technical aspects of the offer, including necessary brochures,etc. for the items to be supplied, as per the Schedule of Quantities ( Annexure IV ).
- ii. Copy of the valid "authorized dealer/distributor certificate" of the product proposed to be supplied.
- iii. Copy of the terms and conditions (Annexure I) duly signed and stamped for having accepted the same.
- iv Supporting documents required for conditions mentioned at paragraph no.I of Annexure I ( eligibility of bidder/supplier ).
- v. Annexure II (Vendor details) duly filled in, signed and stamped along with necessary supporting documents.

**5. Envelop No. 2 (Financial Bid) should contain the following :**

- i. Annexure VII - The most competitive prices offered in respect of the items mentioned in Annexure IV.

6. Tender received late on account of any reason whatsoever as also telegraphic, e-mailed or Faxed Tenders shall not be entertained.

7. The Earnest Money Deposit of Rs. 15000.00 by Demand Draft drawn on any Scheduled Bank in favour of NABARD payable at Lucknow should be submitted along with the tender.

8. Completion period of work mentioned in this tender shall be 3 weeks which shall be reckoned from the day of receipt of Purchase Order.

9. Liquidated damages for delay shall be 0.25% (ZeroPoint Two five percent) of the accepted cost of tender per week beyond the stipulated date of completion, up to a maximum of 5% (five Percent only) of the contract amount.

10. Defect liability Period shall be for specified warranty period after the certified date of Virtual Completion Certificate during which period the tenderer shall maintain the system/equipment in normal working condition for all items except for specialised items where the period is mentioned separately.

11. Validity of the offer shall be 90 days from the date of opening of Envelope No. 2.

Thanking you

Yours faithfully

**(D.P. Misra)**  
**CHIEF GENERAL MANAGER**  
**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**  
**UTTAR PRADESH REGIONAL OFFICE**  
**11, VIPIN KHAND, GOMTI NAGAR**  
**LUCKNOW- 226010**

## **FORM OF TENDER**

Ref.No.

Date :

CHIEF GENERAL MANAGER  
NATIONAL BANK FOR AGRICULTURE  
AND RURAL DEVELOPMENT  
UTTAR PRADESH REGIONAL OFFICE  
11, VIPIN KHAND, GOMTI NAGAR  
LUCKNOW - 226010

Dear Sir,

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

### **MEMORANDUM**

- |  |   |  |
|--|---|--|
| (a) Description of works                             | : | Supply, installation, testing and commissioning of 60 Digital Note Pad             |
| (b) Earnest money                                    | : | Rs. 15000.00   |
| (c) Percentage, if any,<br>to be deducted from bills | : | 10% as Retention Money or submission of Performance Bank Guarantee of equal amount |
| (d) Time allowed for completion<br>of the works      | : | 3 weeks from the day of receipt of purchase order                                  |

Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable and in default thereof to forfeit and pay to the Uttar Pradesh Regional Office, NABARD, the amount mentioned in the said conditions.

I/We have deposited a sum of Rs.15000.00 as earnest money with NABARD, Lucknow, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to NABARD, Lucknow.

5. Our bankers are : (i)
- (ii)
- (iii)

6. The names of partners of our firm are :

Name of the partner of the firm authorized to sign :

OR

Name of person having Power of Attorney to sign the contract. :  
(Certified true copy of the Power of Attorney should be attached)

Yours faithfully

( Signature of Vendor/supplier)

(Signature, Name and addresses of witness)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**Terms and Conditions of the Contract**

**I. Eligibility of Bidder/supplier**

1. Suppliers should be registered in India
2. The supplier should have atleast 3 (three) years' experience in the field of supply of computer hardware and peripherals
3. The supplier should have OEM presence in India or channel partners / service providers, authorised distributors / dealers / resellers.
4. The supplier should have sufficient experience and proper infrastructure to provide requisite after sales service and support in the State of Uttar Pradesh. In case repair of a particular equipment / system takes more than 2 working days, the supplier should be able to provide an alternative arrangement to ensure that there is no interruption in bank's functioning.
5. The supplier should have experience of executing similar works during the last 3 years. The firm should have executed atleast 3 similar works whose value is not less than 30% or atleast 2 similar works whose value is not less than 50% or 1 similar work whose value is not less than 80% in the past three years. Details in this regard should be furnished by the supplier.
6. The supplier's clientele should include banks, financial institutions, government undertakings and other reputed concerns, references of which should be made available in case the same is sought for by NABARD.
7. The suppliers' should be system integrators so that hardware installation and software configuration are done smoothly.
8. The supplying agency should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than Rs.2.5 lakh. Details of the same need to be provided.
9. The bidder should submit documentary evidence in support of fulfilling eligibility criteria mentioned above along with the information i.e. Vendor details as per **Annexure II** of the tender document.

**II. Submission of Tenders**

1. The offerer must obtain for himself at his own responsibility and at his own expense all the information which may be necessary for the purpose of submission of offer.
2. The suppliers may get themselves acquainted with the proposed work and study the specifications of the contract, site conditions, prevailing laws, regulations, other related issues, etc., carefully before tendering. The same shall be done at their own expense, responsibility and risk. No request for change of tendering conditions for want of information on any particular issue will be entertained by NABARD

3. The rates quoted in the offer shall be for the complete item including supply, installation, testing, commissioning etc. The rate shall be firm and shall not be subject to exchange variations, labour conditions, fluctuation in railway/road freights or any other conditions whatsoever. The offerer must include in his rates sales tax/VAT, excise duty, octroi and any other tax and duty or other levy charged by central government or any state government or local authority, if applicable. No claim in respect of sales tax, excise duty, octroi or other tax, duty or levy whether existing or future shall be entertained by the Bank. The rates shall also include transportation, loading, unloading, packing, carting, forwarding, freight charges, transit insurance cover and any other payment/taxes towards transporting the materials from other State/s.
4. The rates quoted should be all inclusive and include delivery, installation charges, warranty charges, all taxes, local levies, etc., and no further amount would be paid by NABARD on any account.
5. The offer should be made for systems of reputed manufacturers having all India service capabilities. The manufacturer's service network available across the country and especially in Uttar Pradesh State should be properly enumerated.
6. Prices quoted should be in respect of Digital Note Pad of reputed brands with specifications as indicated in the schedule of quantities. Products quoted which are not in conformity with the minimum specifications / configurations ( **Annexure IV** ) prescribed will be outrightly rejected.
7. Offers shall remain open for acceptance by the Bank for a period of 90 days from the date of opening the envelope no. 2, which may be extended by mutual agreement and the offerer shall not cancel or withdraw the offer during this period. Further, the supplier should give an undertaking to pass on the benefit accruing on account of any fall in prices to the Bank, during the period between the date of submission of quotation and the date of supply, in respect of desktop PCs, laptop PCs and printers.
8. The supplier would be entitled to verify and satisfy themselves of the site conditions prevailing which would be done at their own cost, responsibility and risk.
9. The proforma provided in **Annexure VII** should only be used strictly for submission of quotes. In case the agency desires to submit any additional information on the products / service, etc., the same may be furnished under head "Other Details" separately.
10. It may be noted that submission of the quote would imply explicit acceptance by the supplier of all the terms and conditions listed in the tender document.
11. A supplier may offer more than one model / make of product provided he is authorised to quote for the same.
12. The supplier will ensure that the tender reaches the bank on or before the due date and time. Applications received after the due date and time or incomplete in any respect or not as per the proforma prescribed are liable to be rejected.
13. All tenders should be accompanied by a demand draft drawn on a scheduled bank in favour of National Bank for Agriculture and Rural Development and payable at Lucknow towards Earnest Money Deposit (EMD) of Rs.15000.00(Rupees Fifteen Thousand Only). The tenders not

accompanied by the EMD will not be considered. The EMD will be returned to the tenderer without interest if his tender is not accepted, after finalisation of purchase order.

14. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Lucknow and only courts in Lucknow would have jurisdiction to determine the same.

15. All the pages of the tender document should be signed together with seal of the authorised representative of the supplier.

16. The offer should be submitted in two separate sealed envelopes marked as "Envelope No.1" (Technical Bid) and "Envelope No.2" (Financial Bid) and superscribed "Offer for Supply and installation of Digital Note Pad for NABARD, Lucknow addressed to Shri D.P.Misra, Chief General Manager, National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow 226 010" should be sent so as to reach him not later than 15.00 hours on 18 January 2010.

**17. Envelop No.1 (Technical Bid) should contain the following :**

- i. Detailed technical aspects of the offer, including necessary brochures, etc. for the items to be supplied, as per the Schedule of Quantities ( Annexure IV ).
- ii. Copy of the valid "authorized dealer/distributor certificate of the product proposed to be supplied.
- iii. Copy of the terms and conditions (Annexure I) duly signed and stamped for having accepted the same.
- iv Supporting documents required for conditions mentioned at paragraph no.I of Annexure I.
- v. Annexure II (Vendor details) duly filled in, signed and stamped along with necessary supporting documents.

**18. Envelop No. 2 (Financial Bid) should contain the following :**

i. Annexure VII - The most competitive prices offered in respect of the items mentioned in Annexure IV.

19. Specimen copy of Vendor Details, Articles of Agreement, Minimum Specifications, Performance Bank Guarantee and Letter of Indemnity as applicable and enumerated in following paragraphs are enclosed as **Annexure II, III, IV, V, and VI respectively.**

20. The tender documents are also available on NABARD's website : [www.nabard.org](http://www.nabard.org)

**III. Acceptance of Tenders / Bids**

1. No conditions whatsoever shall be attached with any of the offers, failing which the offer shall be liable to be rejected. If there is any clause in the bill/invoice/any document submitted along with the goods which are not in conformity with any clause contained herein or in the purchase order, the clause in this document or in the purchase order only will prevail

2. The supplier shall pass on to NABARD any benefit under any promotional scheme / offers on the product /s offered. Also all items / parts included by the OEM would be supplied alongwith

the equipment. The supplier would not be entitled to debundle any such item / part. The make / model of the equipment offered should be clearly indicated in the quote.

3. Copy of the valid "dealer/distributor" certificate of the product proposed to be supplied should be enclosed along with the offer. It may also be noted that licenses of all software's loaded in PCs and all certifications specified under the technical stipulations will have to be supplied failing which the Bank reserves the right to reject the goods even after delivery of goods. Details relating to certifications specified in technical details must be clearly mentioned in the offer.

4. Rates should be quoted both in figures and words in columns provided for. All erasures and alterations made in the offer must be attested by initials of the offerer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the offer void at the Bank' option. No change in rate or conditions after opening the offer will be entertained.

5. The offerer should note that unless otherwise stated, the offer is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary and even may be omitted thus altering the aggregate value of contract. No claim for any compensation shall be entertained in this regard.

6. NABARD reserves the right to accept or reject any tender in part or in full without assigning any reasons whatsoever.

7. Any correction / alteration should be properly authenticated with signature and date by the authorised representative of the supplier. Corrections using fluid and overwriting will not be permitted.

8. Rates should be quoted both in figures and in words. In case of difference between figures and words the following procedure will be followed : (a) when there is a difference between the rates in figures and words, the rates which correspond to the amount worked out by the supplier will be taken as correct; (b) When the amount of items is not worked out by the supplier or it does not correspond with the rate written either in figures or words, then the rate quoted by the supplier in words shall be taken as correct; (c) When the rate quoted by the supplier in figures and words tallies but the amount is not worked out correctly, the rate quoted by the supplier shall be taken as the correct and not the amount.

#### **IV. Opening of Tenders**

1. Envelope No.1 will be opened at **16.00 hours on 18 January 2010** at his Office by the Chief General Manager, National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, Lucknow or any other officer designated for the purpose by him.

2. Envelope No.1 will be opened in the presence of authorised representatives of the individual bidding firms who chose to be present at the time of opening.

3. After opening of the tenders under Envelope no.1, the clarifications/conditions, if any, shall be examined and discussed with the tenderers and the conditions that are acceptable to the

Bank shall be intimated to the tenderers. Tenderers will have to agree to the conditions which are acceptable to the Bank, but the tenderers shall be allowed to quote percentage either at par, above or below of their price bids already submitted in a sealed cover ( envelope no.2 ). The letter containing the tenderers price adjustment shall be submitted by the tenderer in a sealed cover on or before a date fixed subsequently and informed in writing by the Bank. This letter together with envelope no.2 ( price bid ) shall be opened on the scheduled date and time intimated by the Bank.

4.The envelope 2 of only those tenderers would be opened who after discussion agree to bring their tenders in line with the requirements of the tender document and if the tenders are acceptable to NABARD. The decision of NABARD would be binding in such case. The date and time of opening of envelope 2 would be intimated after opening of envelope 1.

5. Any correction / alteration should be properly authenticated with signature and date by the authorised representative of the tenderer. Corrections using fluid and overwriting will not be permitted.

#### **V. Award of Contract**

1. NABARD reserves the right to inspect the premises / facilities of the supplier to ensure the claims made by the supplier are in conformity with the details provided in the bid.

2. NABARD does not bind itself to accept the lowest or any other offer and reserves to itself the right to accept/reject any or all the offers, without assigning any reasons, therefor.

3. The offerer shall not assign the contract to any other person/firm. The offerer shall not subcontract any portion of the contract except with written consent of NABARD.

#### **VI. Execution of Works**

1. The successful bidder shall be required to execute an agreement in the Proforma attached ( **Annexure III** ) with this Tender document within 7 days from the date of issue of Purchase Order. In the event of failure on the part of the successful bidder to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled

2. The successful bidder/supplier would be required to complete the delivery, testing and installation of the items listed in the Schedule of Quantities as per specifications indicated at 60 Digital Note Pad **within 3 weeks** from the day of receipt of Purchase Order.

3. The supplier would also have to provide a bond certifying that the software/s supplied by them is licensed and genuine and indemnifying NABARD in case their claims are proved otherwise.( **Annexure -VI** ).

4. NABARD reserves the right to shift the machines between its various district offices in the State of Uttar Pradesh and the supplier / manufacturer would be liable to provide service for the machines / systems at such locations.

5. The equipments should be made available for testing/inspection by NABARD representative/s and the supplier would ensure all necessary assistance for the same. The supplier would also ensure proper testing of the equipments and connected paraphernalia and ensure that the products meet the criterion as listed out in the offer made by NABARD and to the satisfaction of NABARD.

6. In case the model offered by the supplier at the time of quote is out of date, the supplier should agree to provide at no extra cost, an equipment of such higher configuration than prescribed in the offer and acceptable to NABARD.

7. Subsequent to installation of the equipment at NABARD's office at Lucknow (to be indicated in the offer letter by NABARD), together with all related software, the supplier will handover to NABARD all the related media, manuals, etc., and fill in a Machine Installation Report (MIR proforma to be supplied by NABARD ) in triplicate. A System Information (SI) printout will also be generated at site. The SI would be attached to the MIR and both the documents would be signed by the representatives of the supplier and NABARD. Whereas one copy of the MIR and SI would be provided to NABARD immediately, the supplier would retain the other two copies of the documents. One copy of the same would be attached to the Invoice to be submitted by the supplier.

8. The offerer shall not be entitled to any compensation for any loss suffered by him on account of delays in commissioning or executing the work, whatever be the cause of delays, including delays arising out of modifications to the work entrusted to him or any other reasons whatsoever and the Bank shall not be liable for any claim in respect thereof. Bank does not accept liability for any sum besides the offer amount, as mentioned in the schedule of quantities.

9. The successful offerer is bound to carry out all items of work necessary for the completion of the job even though such items are not included in quantities and rates.

10. The successful offerer should make his own arrangements to obtain all materials required for the work. Detailed brochures, illustrations, if any, with descriptive literature etc. have to be accompanied with the offer. The details and the literature so submitted by the successful offerer shall be retained by the Bank.

11. The conditions, specifications and schedule of quantities forming contract document are explanatory and are complementary to each other, representing together the work/installation to be carried out. In case of doubt, the matter shall be discussed with the Bank' Officials and necessary clarifications obtained. If neither the specifications nor the schedule of quantities include any provision specifically but if such provisions are absolutely necessary to complete the work, the offerer shall provide the same without any extra cost to the Bank. Anything contained in any one viz. (i) the specifications and/or (ii) the schedule of quantities but not specifically appearing in the other parts of the documents shall be deemed to have been stipulated under all such parts of the document and the work shall be carried out accordingly.

12. The works shall not be considered as completed until the Bank' officials have certified in writing that the same have been completed as per the order. The warranty period shall commence from the date of such certificate.

13. The installations shall be completed as per the working days / hours of the bank and no request for extension of such facilities beyond the normal working hours / days will be entertained.

14. A list indicating the product serial numbers of each instrument (CPU, keyboard, mouse, monitor, printer etc.) installed under the contract has to be furnished at the time of completion of the Work.

15. NABARD would not be liable for any compensation for injury or loss of life caused to the supplier's workmen / contract staff / others or property during execution of work prescribed under the contract. The contractor is advised to take all necessary precautions / adequate insurance measures to prevent / protect itself from any such liability.

16. Quantities indicated in the order under individual heads are to be supplied as a single lot.

### **VII. Terms of Payment**

1. 90% of the value of the purchase order will be released on installation and submission of certificate of satisfactory installation. The balance 10% of the purchase value (including EMD) would be retained as Retention Money Deposit (RMD) which will not carry any interest. The RMD will be released after warranty period or on submission of Performance Bank Guarantee as per Proforma enclosed ( **Annexure V** ) for the said amount after six weeks from the date of completion of work.

2. Payment would be made by NABARD only on satisfactory completion of all report and handing over of all such related media, manuals, etc., and submission of Machine Installation Reports (MIR) and System Information (SI).

3. All the payments of bills in respect of the offer shall be made only by the Chief General Manager, National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, Lucknow at his office by cheque. All payments shall be subject to statutory deductions such as Trade Tax, Income Tax, Surcharge, Education Cess etc., as applicable.

4. All payments will be made at Lucknow only

5. Payment will be made only on completion of all works specified under the contract and on satisfaction of other conditions of the contract. Under no circumstances would part / advance payment be allowed.

6. The payments made by NABARD would be subject to deduction of all taxes together with surcharge, etc., as applicable under the extant laws prevailing at the time of payment.

### **VIII. Warranty**

1. The tenderer will provide on-site warranty for all products as specified in Annexure IV. All products will be delivered at NABARDs office, Lucknow. The MIR and SI will be issued at Lucknow. Tenderer will be required to provide service for 46 Digital Note Pads at the district offices of NABARD also, as mentioned in the Appendix.

2. Warranty would mean that prompt after sales service (within a span of 1 working day of filing a complaint) is made available by the supplier / manufacturer. Warranty items would cover all manufacturing defects without exclusion. No charges would be payable by NABARD for adherence to warranty terms by the supplier / manufacturer.

3. The selected supplier would be required to provide performance bank guarantee from their banker as per the proforma ( **Annexure V** ) to be supplied by us for an amount equivalent to 10% of the equipment cost for the warranty period.

4. The offerer shall not assign the contract to someone else. He/they shall not subcontract any portion of contract except with the written consent of NABARD.

5. Defect liability / Warranty period for Maintenance of machines shall be a minimum period as specified in **Annexure IV** from the virtual Completion date. The defect liability / warranty period covers total comprehensive contract. Any defect or fault which may appear within the warranty Period after the virtual completion of the work, arising in the opinion of the Bank' Officials from materials or workmanship not in accordance with the offer, shall upon the directions in writing of the Bank' officials, and within such reasonable time as shall be specified therein, be amended and made good by the offerer, at his own cost and in case of default, the Bank may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the offerer and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Bank Officials' Certificate in writing, from any money due or that may become due to the offerer, or the Bank may in lieu of such amending and making good by the offerer deduct from any moneys due to the offerer a sum equal to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the offerer, together with any expenses the Bank may have incurred in connection therewith. The offerer shall remain liable under the provisions of this clause notwithstanding the signing of any certificate or the passing of any amounts, by the Bank' Officials.

6. Warranty should cover parts replacement, free labour, on-site /off-site visit etc. No extra claims are applicable during the warranty period. In case of repair of machines during the period, a substitute machine shall be provided by the firm in the event of the repairs exceeding 2 days.

## **IX. Penalties**

7. In the event of failure of the supplier to deliver and install the machines within the stipulated period of time and not as per the terms and conditions of the contract, NABARD reserves the right to award the supply to an alternative supplier. All damages on this account would directly rest with the supplier originally awarded the contract. The EMD provided by the supplier would stand forfeited in such case. Also NABARD would be entitled to claim compensation for any excess payments / damages incurred by NABARD in this connection.

2. Liquidated damages shall be 0.25% (zero point two five per cent or twenty five per cent of one percent) of the accepted cost of tender per week of delay beyond the stipulated period of completion subject to a maximum of 5% of the contract cost. Any part of week beyond seven days will be construed as full week for the purpose.

## **X. Arbitration**

All disputes ( except for payments ) shall be resolved by NABARD. If the dispute cannot be resolved, the matter may be referred to an arbitrator. Except in respect of matters for which it is provided hereunder that the decision of NABARD is final and binding, all disputes and differences of any kind whatsoever arising out of or in connection with this agreement or the carrying out of the works ( whether during the progress of the works or within one year after their completion or within one year after the termination or abandonment or breach of the contract ) shall be referred by either party for arbitration after giving 30 days notice in writing to the other(s) ( hereinafter referred to as the 'Notice for Arbitration') clearly setting out the items of disputes for reference to a Sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the Sole Arbitrator referred to above, NABARD will send to the Vendor within thirty days of the Notice of Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of NABARD and the Vendor.

The Vendor shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as a Sole Arbitrator and communicate his name to NABARD within thirty days of receipt of the names. NABARD shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Vendor fails to communicate such selection as provided above within the period specified, NABARD shall make the selection without further reference to the Vendor and appoint the selected person as the Sole Arbitrator.

If NABARD fails to send to the Vendor the panel of three names as aforesaid within the period specified, the Vendor shall send to NABARD a panel of three names of persons who shall be unconnected with either party. NABARD shall on receipt of the names as aforesaid select any one of the persons and appoint him as the Sole Arbitrator. If NABARD fails to select the persons named in the panel and informs the Vendor accordingly, the Vendor shall be entitled to appoint any one of the persons from the panel as the Sole Arbitrator and communicate his name to NABARD.

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

The Sole Arbitrator shall have power to open up, review and revise any certificates, information or decision, requisition or notice and to determine all other matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. Subject to the aforesaid, the arbitration shall be governed by the Indian Arbitration And Conciliation Act 1996 or any other Statutory modification thereof. The Award of the arbitrator shall be final and binding on the Parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give two separate award in respect of each dispute or differences in accordance with the terms of the tender and give an reasoned Award.

The fees, if any, of the Arbitrators shall, if required to be paid before the Award is made and published, to be paid half by each of the Parties. The cost of the finance of the Award including the fees if any of the Arbitrator shall be directed to be borne and paid by such Party or Parties to the dispute; in such manner or proportion as may be directed by the Arbitrator in the Award.

NABARD and the Vendor hereby also agree that the Arbitrator under this clause shall be a condition precedent to any right to auction under the tender with regard to the matters hereby expressly agreed to be so referred to the Arbitrator.

**I/We hereby declare that I/We have read carefully and understood the above instructions and terms and conditions for the guidance and the same will be binding upon me/we in case the work is entrusted to me/us.**

Signature of Offerer:  
Date:  
Seal

Name & Address with Phone No.

**Annexure-II****Vendor Details**

<b>Sr. No</b>	<b>Items</b>	<b>Details</b>
1	Name of the Vendor	
2	Address of the Registered Office	Address Telephone FAX E-mail
3	Address of the Office at Lucknow	a. Address - 1 :  Telephone FAX E-mail  b. Address - 2:  Telephone  FAX E-mail
4	Name and Designation of the person authorised to make commitments to the Bank	Name Designation Mobile Phone FAX E-mail
5	Vendor's Web site (if any)	
6	Type of Organisation (Whether sole proprietorship/private limited/public limited company or cooperative body)	
7	Details of Registration-	Registering Authority : Registration Date : Registration No. :
8	Sales Tax Number :	
9	(i) Income Tax Number (ii) PAN	
10	Clientele (Certificate regarding after sales and support from the mentioned companies should be furnished)	Banks & FIs : Govt. Undertaking : Reputed Concerns :
11	Details of qualified engineers at Lucknow	Number : Qualification and nature of Work handled :

12	Brands of hardware, peripherals of which the vendor is OEM/ Authorised Dealer/ reseller (Certificate from the principal agencies should be enclosed in case of <u>Authorised Dealers/ Resellers</u> )	
13	Whether vendor is a systems integrator (Details of system <u>integration work done may be given</u> )	
14	Whether vendor has the ability to provide alternative equipment to ensure that there is no breakdown in the Bank's operations in case they are not able to immediately repair the malfunctioning hardware and peripherals	
15	<b>Details of previous experience:</b> <i>The supplier should have experience of executing similar works during the last 3 years. The firm should have executed atleast 3 similar works whose value is not less than 30% or atleast 2 similar works whose value is not less than 50% or 1 similar work whose value is not less than 80% in the past three years. Details in this regard should be furnished by the supplier as under :</i> Name and Location of Work Value and nature of Order Whether executed satisfactorily and on time Date of Completion of work	
16	Annual Turnover (Rs. lakh)	(2006-07): (2007-08): (2008-09):
17	Audited Balance Sheet, P&L A/c and annual report for the year 2008-09 must be furnished:	
18	Names and addresses of bankers	

(Signature with stamp)

## **Appendix**

### **List of District Offices of NABARD, U.P.Regional Office, Lucknow**

<b>Sr. No.</b>	<b>District</b>	<b>Sr. No.</b>	<b>District</b>
1	AGRA	42	ALIGARH
2	ALLAHABAD	43	BAGHPAT
3	AZAMGARH	44	JHANSI
4	BAHRAICH	45	RAIBARELLI
5	BALLIA	46	SULTANPUR
6	BANDA		
7	BARABANKI		
8	BAREILLY		
9	BASTI		
10	BIJNORE		
11	BUDAUN		
12	BULANDSHAHAR		
13	DEORIA		
14	ETAH		
15	ETAWAH		
16	FAIZABAD		
17	FARRUKHABAD		
18	FATEHPUR		
19	GHAZIABAD		
20	GHAZIPUR		
21	GONDA		
22	GORAKHPUR		
23	HARDOI		
24	JALAUN		
25	JAUNPUR		
26	KANPUR		
27	LAKHIMPUR		
28	LALITPUR		
29	MATHURA		
30	MAU		
31	MEERUT		
32	MIRZAPUR		
33	MORADABAD		
34	MUZZAFARNAGAR		
35	PILIBHIT		
36	PRATAPGARH		
37	SAHARANPUR		
38	SAHAJAHANPUR		
39	SITAPUR		
40	UNNAO		
41	VARANASI		

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between NABARD, Lucknow having its Head Office at Mumbai (hereinafter called " the employer") of the one part and \_\_\_\_\_ (hereinafter called "the Vendor/contractor") of the other part.

Whereas the Employer is desirous of carrying out the work of supply, installation, testing and commissioning of 60 Digital Note Pad at NABARD, Lucknow and has caused specifications describing the work to be done to be prepared by Uttar Pradesh Regional Office , NABARD, Lucknow.

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

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

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

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors/contractors shall upon and subject to the said conditions execute and complete the work shown upon the said location and described in the said specifications and the schedule of quantities.
2. The employer shall pay the vendor/contractor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said conditions herein before mentioned, the Chief General Manager, Uttar Pradesh Regional Office , NABARD, Lucknow shall act on behalf of the National Bank for Agriculture and Rural Development.
4. The said conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This contract is neither a fixed lump sum Contract nor a Piece work Contract but is a Contract to carry out the work in respect of supply, installation, testing and commissioning of 60 Digital Note Pad, to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable quantities provided in the said Conditions.

7. The Employer reserves to himself the right of altering the quantum of the work by adding to or omitting any items 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 Vendor/contractor hereby agrees to commence the work soon after the site is handed over to him from the date of issue of formal purchase order as provided for in the said conditions whichever is later and to complete the entire work within 3 weeks.

9. All payments by the Employer under this contract will be made only at Lucknow.

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have jurisdiction to determine the same.

11. That the several parts of this contract have been read by the Vendor/contractor and fully understood by the Vendor/contractor.

IN WITNESS WHEREOF the Employer 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 the Employer 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 Shri \_\_\_\_\_  
(name and designation)

in the presence of

(1) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the party is a partnership firm or an individual, should be signed by all or on behalf of all the partners.
--

SIGNED AND DELIVERED BY \_\_\_\_\_

in the presence of

(1) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If the vendor/contractor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association

THE COMMON SEAL of \_\_\_\_\_

was hereunto affixed pursuant to the resolutions passed by its Board Of Directors at the meeting held on \_\_\_\_\_

In the presence of

(1) \_\_\_\_\_

(2) \_\_\_\_\_

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

(1) \_\_\_\_\_

(2) \_\_\_\_\_

If the vendor / contractor is signing by the hand of power of attorney, whether a company or individual

Signed and sealed by the vendor/contractor by the hand of Shri \_\_\_\_\_ and duly constituted attorney

## **ANNEXURE I**

### **Minimum Configuration for digital Notepad**

#### **Models : iBall Take Note or equivalent**

<b>Sr. No.</b>	<b>part</b>	<b>Minimum Specifications</b>
1	Digital pad size	A4 Size
2	Writing area	210 mm x 279 mm
3	Built in Memory	32 MB
4	Memory Slot	Secure digital (SD) memory Card slot
5	interface	USB 1.1
6	No. Of digital pens bundled	1 unit
7	OS Supported	Windows 2000 /XP / Vista
8	Bundled Software	A suitable Hand Recognition Software (should be a part of the device)
10	Bundled accessories	Battery, USB Cable etc.

**PERFORMANCE BANK GUARANTEE**

This deed of guarantee made on this..... day of .....by .....(*Name of Bank giving guarantee*) having its registered office at..... and amongst all places a branch at..... (*address of bank branch giving guarantee*) and wherever the context so require includes its successors and assigns (hereinafter called the "Surety") for the favour of National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, Lucknow and wherever the context so requires includes its successors and assigns (hereinafter called the "Purchaser").

1. The purchaser has placed an order No..... dated..... (hereinafter called the "Said Order") with..... (*Name of Vendor*) a Company having its registered office at .....(*Address*) and wherever the context so requires includes its successors and assigns (hereinafter called or referred to as "The Supplier").

2. Under the terms of order, the supplier is required to furnish the purchaser at his own cost a Bank Guarantee for an amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) for fulfilling the conditions of technical delivery in the purchase order towards guarantee against all manufacturing defects for a period upto \_\_\_\_\_in lieu of retention of an amount of 10% of the value of the order towards satisfactory fulfillment of the order and for defects, if any, noticed during the warranty period of three years from date of satisfactory installation.

3. The Surety at the request of the Supplier who are constituents of surety agreed to issue a Bank guarantee in terms of the said order on behalf of the supplier and the purchaser has agreed that the supplier shall repair or replace free of cost, equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clause of the said order.

4. The Surety binds himself to pay to the purchaser to the extent of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) in case of failure on the part of the supplier to perform this guarantee provided the purchaser informs the surety in writing to this effect. The surety binds himself to pay the amount immediately pursuant to the said demand notice notwithstanding any dispute that may exist or arise between the purchaser and supplier or any other person.

5. Notwithstanding anything contained herein above, the liability of the surety in respect of this guarantee is restricted to Rs. \_\_\_\_\_(Rupees \_\_\_\_\_); in case of failure on the part of the supplier to perform this guarantee provided, the purchaser informs the surety in writing to this effect.

6. This guarantee shall remain in force upto..... (date)

7. The guarantee shall not be discharged or released from the guarantee by any arrangement between the Purchaser and the Supplier with or without consent of the Surety or by any alteration in the Obligations of the Parties or by any indulgence, forbearance whether as to payment, time, performance or otherwise.

8. This guarantee shall not be affected by any change in the constitution of the supplier by absorption with any other body or corporation or any other and this guarantee will be available to or enforceable by such body or corporation.

9. Unless a claim under this guarantee is made by the purchaser against the bank on or before **(6 months after end of warranty period)** all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee.

10. And this bank guarantee after shall cease to exist if there is no claim on or before **(6 months after end of warranty period)**.

Notwithstanding anything contained herein above, the liability under this guarantee is restricted to an amount not exceeding

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

and the guarantee shall remain in full force and effect until. Unless action to enforce the claim is filed on or before **(6 months after end of warranty period)** all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

DATED AT LUCKNOW THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**LETTER OF INDEMNITY**

The Chief General Manager  
Uttar Pradesh Regional Office,  
NABARD, 11, Vipin Khand,  
Gomti Nagar  
Lucknow 226 010

Dear Sir,

**Sale of Digital Note Pad**

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'the Bank') has expressed desire to purchase Digital Note Pad for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package', subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OF INDEMNITY WITNESS THAT:

We, the \_\_\_\_\_ hereby declare and certify that we are the rightful owners/ licensees of the said systems package offered for sale to the Bank and that the sale of the said systems package to the National Bank does not infringe the property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force. We, the said \_\_\_\_\_ hereby agree to indemnify and keep indemnified and harmless the Bank, servants, agents and other authorised persons against any action that may be brought against them for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to the Bank and will defend the same at our cost and consequences, and will pay or reimburse the Bank, its officers, servants, agents and other authorised persons from all the costs and other expenses that may be put to or incur in that connection.

**SCHEDULE :**

Yours faithfully

(Signature, Name and Designation of Authorised Official)



**NATIONAL BANK FOR AGRICULTURE AND RURAL  
DEVELOPMENT, LUCKNOW**

**TENDER VOLUME -2  
(Financial Bid)**

TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
OF 60 DIGITAL NOTE PADS

ISSUED TO : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Last date of submission of Tender : 18 January 2010(15:00 Hrs)

**Annexure -VII**

**FINANCIAL QUOTE**

Sr. No.	Item	Make & Model No. ( please specify )	Description	Quantity in Nos.	Rate per unit ( Rs. ) (Rates must include all types of taxes,duties etc.(pl refer paraII(b) of annexure I(Terms & conditions)	Total amount	
						In figures	In words
1	Digital Note Pad		As per Annexure-I	60			

Name & Signature  
Date and Seal

-- \* --