



NB. Kerala/DPSP/738/P-121/2023-24

17 July 2023

M/s

NOTICE INVITING TENDER

Dear Sir

Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001

National Bank for Agriculture and Rural Development (NABARD), Kerala Regional Office intends to undertake **Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of the warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001**. For this, a two stage-bidding process under GeM i.e. Technical Qualification with respect to Techno-Commercial aspects and Competitive Rates is being followed. Tender documents can also be downloaded from our website www.nabard.org under the tender column from **18 July 2023**. Contractors registered on GeM may only apply.

- 1) National Bank for Agriculture and Rural Development (NABARD) has its Kerala Regional Office at Punnann Road, Statue, Thiruvananthapuram – 695001. The total number of required product and the AMC services to be provided are detailed separately in the tender. 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.*
- 2) Tenders will be applied on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid, along with proof of having submitted EMD to GeM, as per the terms & conditions in prescribed tender document. **The PART– II of the tender shall contain only the financial bid in the prescribed format in GeM.** No other documents or terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the uploaded tender document, the tender shall summarily be rejected.
- 3) The PART–I (Technical Qualification Bid) of the tender shall be opened first on **07**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

केरल क्षेत्रीय कार्यालय

राष्ट्रीय कृषि और ग्रामीण विकास बैंक केरल क्षेत्रीय कार्यालय, पुन्नन्न रोड, स्टैट्यू, तिरुवनंतपुरम – 695001 टेलि: 0471 2701600/700 ई-मेल: trivandrum@nabard.org

Kerala Regional Office

National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnann Road, Statue Thiruvananthapuram – 695001

Tel :- 0471 2701600/2701700 • E-mail: trivandrum@nabard.org



August 2023 as per GeM procedure. Based on the Technical Qualification bid / tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened/considered.

- 4) NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.
- 5) Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the Bidder's own conditions other than those specified by NABARD, are liable to be rejected.
- 6) 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, National Bank for Agriculture and Rural Development, Kerala Regional at Punnam Road, Statue, Thiruvananthapuram – 695001" 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 before three working days prior to the date of submission of the Tender.
- 7) The Bidder shall deposit Earnest Money Deposit (EMD) amounting to **Rs.42,085/- (Rupees Forty Two thousand Eighty Five only)**, by **directly crediting the amount in GeM Account**. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders by GeM. MSME and other eligible organizations will be exempt as per prevailing Govt. instructions upon submission of proof.
- 8) The bidder must have registered office in Kerala. The successful bidder shall execute an agreement with NABARD at his cost on nonjudicial stamp paper of worth as per the Bombay Stamp Act, 1956 as amended in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
- 9) Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period except only if there is change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender.**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

केरल क्षेत्रीय कार्यालय

राष्ट्रीय कृषि और ग्रामीण विकास बैंककेरल क्षेत्रीय कार्यालय, पुन्नम रोड, स्टैच्यू, तिरुवनंतपुरम – 695001 टेलि: 0471 2701600/700 ई-मेल: trivandrum@nabard.org

Kerala Regional Office


National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnam Road, Statue Thiruvananthapuram – 695001

Tel :- 0471 2701600/2701700 • E-mail: trivandrum@nabard.org



- 10) The minimum Service charge to be quoted by bidders for AMC after the end of warranty period of the product is **3.85 %**. Bidders quoting service charges less than 3.85 % will be rejected.
- 11) MSE registered vender have been exempted for EMD. To avail of this facility, they need to submit valid MSE registered certificate.
- 12) A pre-bid meeting has been arranged at 5th floor mini conference Hall, DPSP, NABARD Kerala Regional Office, Punnen Road, Statue on 25/07/2023 at 15.00 hrs. in presence of Bank's Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. NABARD reserves the right to revise the Price Bid after pre-bid meeting, if required, and same will be uploaded on website.
- 13) This Notice Inviting Tender (NIT) shall also form part of the Tender Document. In case of contradiction between the rules / provisions of this tender document and those of GeM portal, preference shall be given to the rules / provisions given in our tender document. The bidders are required to sign all the relevant documents of the tender and upload in the GeM portal (additional details link).

Yours Faithfully,


 (Sajeev S)
 Deputy General Manager

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

केरल क्षेत्रीय कार्यालय

राष्ट्रीय कृषि और ग्रामीण विकास बैंक केरल क्षेत्रीय कार्यालय, पुन्नन रोड, स्टात्यू, तिरुवनंतपुरम - 695001 टेलि: 0471 2701600/700 ई-मेल: trivandrum@nabard.org

Kerala Regional Office

National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnen Road, Statue Thiruvananthapuram - 695001

Tel :- 0471 2701600/2701700 • E-mail: trivandrum@nabard.org

FORM OF TENDER

Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001.

Please Note: Works/Work here and elsewhere in the tender shall mean **Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001.**

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Kerala Regional Office,
Punnam Road,
Statue,
Thiruvananthapuram-695001

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

2. Our Bankers are: (i.)

(ii.)

3. Address of the firm :

Tel. No:

Fax:

Email:

Mobile No(s):

i) _____ ii) _____ ii) _____

Name of the person(s) authorised to sign the contract

i) _____ ii) _____

iii) _____

4. Name of the partner(s) of the firm authorised to sign the contract

i) _____ ii) _____

iii) _____

5. The names of the Partners/Directors of our firm are

i) _____ ii) _____

iii) _____

6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

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

9. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

10. 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 during currency of the contract period except only if the minimum wages are revised and contract rates are lower than the revised minimum wage rates or change of GST.

11. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) _____ ii) _____

iii) _____

NAME OF THE PERSON(S) AUTHORISED TO SIGN
AND SUBMIT THE TENDER

Documentary proof in respect of Letter of Authority / Power of Attorney enclosed along with the Tender.

YOURS FAITHFULLY

(SIGNATURE OF THE BIDDER with Seal)

**NAME AND ADDRESS OF THE BIDDER
AND SEAL**

DATE:
PLACE

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)(Tenders without Pre-Contract Integrity Pact on Rs.100 stamp paper shall be rejected out rightly)

(The pre Contract integrity pact soft copy is to be uploaded on the web site & hard copy is to be submitted to NABARD Regional Office, Punnen Road, Statue, Thiruvananthapuram)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **"Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001."** The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution: Notice Inviting **Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001.**

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their

reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process. Notice Inviting **Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001.**

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with

the obligations under this agreement. The Independent External Monitor appointed for NABARD is: Note: The Name of the Independent External Monitor (IEM) are Dr. Sanjay Kumar Panda, IAS (Retd.) Ward No.3, Sideshwar Sahi, Cuttack City, Cuttack district, Odisha 753008, email id: sanjaypandaias@gmail.com (Mob:8527661800), and Shri. Jagdeep Kumar Ghai, PTA & FS (Retd), Flat 1032, A wing, Vanashree society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai, Pin 400706, email id: jkgghai@gmail.com (Mob:6869422244).

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case. Notice Inviting **Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001**

(5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)

Signature:

(SIGNATURE OF THE TENDERER)

Name:

Date _____

Place _____

Witness 1: (Name & Address)

Name:

Date _____

Place _____

Witness 1: (Name & Address)

Witness 2: (Name & Address)

Witness 2: (Name & Address)

**INSTRUCTIONS TO THE BIDDERS FOR FURNISHING INFORMATION AS
A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA**

1. The work involved is **Tender for Supply, Installation, Testing and commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001.** Scope of work and services to be provided are indicated in the **“SPECIAL TERMS AND CONDITIONS – Scope of Work– Illustrative”** of this tender. *The Bidders are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
2. The filled tender both Technical and financial bids is to be uploaded on GeM custom bidding platform latest by The Technical bid will be opened at GeM portal on..... and the price bid of the technically qualified persons will be opened at a later date and the time and date will be informed to the bidders separately.
3. The contractors should have experience of **similar works** during the last 7 years (ending 31.03.2023) and who fulfill the following criteria are eligible to tender: -
 - a) Should have carried out **minimum 1 similar work** with Govt/PSUs with contract value (costing individually) not less than **Rs.16.85 lakh.**
OR
 - b) Should have carried out **minimum 2 similar works** with Govt/PSUs with contract value (costing individually) not less than **Rs.10.55 lakh.**
OR
 - c) Should have carried out **minimum 3 similar works** with Govt/PSUs with annual contract value (costing individually) not less than **Rs.8.45 lakh.**
 - d) The Bidders should have average Annual Turnover of **Rs.6.35 lakh** each year during the last three years ending 31 March 2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
 - e) The Bidders should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF, PSARA etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid).
 - f) Agency should have a valid license/registration as per GOI instructions or from any other competent authority to operate a manpower agency in the State of Kerala and similarly registration with appropriate competent authority. Bidders to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.

g) Bidders should have an office in Kerala. Bidders are requested to submit the following documents in **PART - I** (Technical bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -

- Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. **during the last seven years.**
- “Similar Works” means providing services of Active LED display Unit in Commercial Building in Govt. PSU sector and public listed Private Companies. Documents like work order, work completion certificate for the latest work undertaken has to be included.
- Kerala Office address
- IT returns of last three consecutive financial years –2020-21, 2021-22 & 2022-23.
- References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
- Information in Section-I, II, III & IV as per enclosed proforma.
- The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
- Registration certificate copies.
- Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
- OEM certificate.

4. During the execution of work, contractor must deploy qualified Technical Personnel in dealing similar works round the clock in order to supervise the work.
5. Intending Bidders are required to submit their full bio-data giving details about their organisation, experience, technical qualified personnel in their organisation, after sale service arrangements, competence and adequate evidence of their financial standing etc. in the enclosed statement which will be kept confidential.
6. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of Bidders to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.

7. If required, the Bank will obtain reports on past performance of the Bidder from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.
8. After scrutiny of Part-I (Technical Qualification Bid), if any of the Bidders is found not satisfying the required eligibility criteria, the tender submitted by will be rejected.
9. Applications containing false and/or inadequate information are liable for rejection.
10. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
11. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Kerala Regional Office, at Punnen Road, Statue, Thiruvananthapuram – 695001.

I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:

Place:

Address

Signature of the Bidder with seal

INSTRUCTIONS TO THE BIDDER

1. All the pages of the Tender Document shall be signed by the Bidder.
2. The quantities indicated in the Bill of Quantities (BOQ) are only tentative and shall be executed only at the sole discretion of NABARD.
3. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
4. EMD amount of to **₹42,085/- (Rupees Forty Two thousand Eighty Five only)** is to be remitted to GeM in their listed banks and the same will be reimbursed to the unsuccessful bidders by GeM. Exemptions as applicable in GeM is also applicable in the tender.
5. "Retention Money Deposit" i.e. RMD of 5% of accepted value of the tender (annual charges) will be deducted during the final payment and retained in NABARD for a period of 12 months. Any defect arising after the work is completed will have to be rectified within a period of 3 days failing which NABARD will undertake the rectification works with the RMD that is deposited with us.
6. EMD will be released by GeM directly as per GeM terms and conditions.
7. The Tender / Quotation shall be submitted on GeM Portal as per GeM as PART-I (Technical Bid) and PART-II (Financial Bid).
8. Bids submitted by unauthorized agents and FAX / Posts ~~shall~~ will not be accepted.
9. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
10. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.
11. The Bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Bidders.
12. No Bidder will be allowed to withdraw his Tender during the validity period of 3 months from the date of opening of the Technical Bid.
13. Subletting of the Contract is not permitted. In case any Bidder withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such Bidders shall be forfeited by GeM as per GeM terms and conditions.
14. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on

check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, in such case the amount given in words will be considered final.

- 15.** Rates should include all Taxes, Duties, Levies, Wages as per Act, GST, loading, unloading, transportation of material to site, carting away the debris etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period and extended time if any on any account.
- 16.** Income Tax, GST and other taxes as applicable will be deducted from total payment due to the Contractor.
- 17.** Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
- 18.** Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
- 19.** NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
- 20.** NABARD also reserves the right of supersession of any of the conditions, stipulated in the Tender Document.
- 21.** Rates quoted by the contractor shall be as indicated in the tender and is firm throughout the contract period and extended period if any.

DATE :

SEAL & SIGNATURE OF THE BIDDER

PLACE:

DECLARATION BY THE BIDDER

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
2. I/we hereby confirm that the bids of tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.
3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.
4. I/we hereby confirm we will abide by the minimum wages Act as per Govt. orders revised from time to time.

DATE :

SEAL & SIGNATURE OF THE BIDDER

PLACE:



GENERAL INSTRUCTIONS TO THE CONTRACTORS **AND GENERAL CONDITIONS OF CONTRACT**

1. Quoted Service Charges should be workable and reasonable and should include the following
 - a) Incidental and all overheads and profits.
 - b) Quote for the SITC of product and the Service Charge quoted for AMC should **include all Taxes** (Goods and Service Tax, VAT, IT, WCT etc.), Duties, Octroi, Levies, Wages as per relevant Act, Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.
 - c) The Contractor should note that unless otherwise stated the tender is strictly rate contract and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting.
 - d) The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.
2. If a bidder quotes impracticably low service charges for AMC i.e, less than or equal to 3.85%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in percentage (%) and in figures
3. **Minimum billing:** 80 % of the total payment will be made against delivery of products and remaining 20 % payment shall be made post completion of the work.
4. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be uploaded in the GeM web-site.
5. GST-TDS, Income Tax, Works Contract Tax, Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
6. NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.
7. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.



- 8. The contractor shall deploy resources to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.**
9. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
10. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.
11. The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.
12. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
13. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
14. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
15. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
16. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.



17. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
18. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
19. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
20. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
21. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.
22. The Contractor shall provide documentary proof of police verification for each and every personnel deployed with NABARD and replacement, if any, shall also be brought into effect.
23. The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.
24. NABARD will not be responsible for contractor's materials.
25. The contractor shall provide everything necessary for the proper execution of the works.
26. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it.
27. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.
28. **VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders.
29. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
30. The manpower deployed by the contractor for discharging the contractual obligations



under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.

31. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
 - b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
 - c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.
 - d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.
32. **The contract shall be valid up to 05 years from the completion of warranty period (Minimum warranty period is 3 years).** The bank also reserves the right/option to **extend the validity of this contract at the same rates for a period of 01 year** and on the same terms and conditions, with consent from the vendor.
33. **Forfeiture clause:** In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.
34. Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.
35. **Defects LIABILITY period:** One year (12months) from the date of Virtual Completion of works certified by NABARD. The RMD will be release after completion of the defect liability period.
36. **Warranty period-** 03 years from the date of Virtual Completion of work certified by NABARD.
37. **Validity of Tender:** Three months from the date of opening of Tender.
38. **Liquidated Damages:** 0.25% of the accepted Tender Value per week or part of the week subject to maximum of 5% of the value of work.



I / We accept all the above Terms and Conditions in all respects without any reservation.

DATE:

PLACE:

ADDRESS

Signature of the Bidder

NAME AND SEAL

SPECIAL TERMS AND CONDITIONS

Scope of Work

1. The scope of work is described in BOQ of Contract and detailed out in the tender document. The Contractor shall carry out and complete the said works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank's Officer may in their absolute discretion and from time to time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to.
2. SITC of 98 inch LED TV along with other items in the price bid, and supply of warranty card as per the tender.
3. Coordination with other agency working may also be done in order to complete the work smoothly.
4. If the contractor fails to comply with Bank's Engineer /Officer instructions within a fortnight after the written notice from the Bank's Engineer/Officer requiring compliance with such instructions, the Bank through the Bank's Officer may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions during the work or after the completion of the work.

5. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

6. The Contractors will supply, fix and maintain at his cost during the execution of any works, all the necessary staging, strutting, shoring, fencing etc.
7. The Contractor shall pull down and remove any or all such works after completing his work as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Consultant / Employer.

8. AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES

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



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

9. The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Bank's Engineer and pay to such Authority, or to any Public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank's Engineer.
10. The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Bank's Engineer, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

11. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank's Officer and NABARD's instructions and the Contractor shall upon the request of the Bank's Officer furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's Officer and NABARD shall decide whether the same is unobtainable in fact. If the Bank's Officer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

12. REMOVAL OF DEFECTIVE WORK AND MATERIALS

The Bank's Officer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of



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

13. Keeping Site Clean

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

14. Avoidance of Nuisance

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

15. Mobilization Advance

No advance payment shall be made.

16. Terms of Payment

80 % of the total payment will be made against delivery of products and remaining 20 % payment shall be made post completion of the work as certified and approved by the Bank complied with all other terms and conditions.

17. On expiry of or early termination of the contract, the staffs shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.
18. In case of any dispute or difference between the parties under this agreement, the same shall be referred to The Chief General Manager, NABARD, Kerala Regional Office, Thiruvananthapuram or to the person nominated by him and his decision shall be final and binding on the parties.
19. Even if GeM asks for electronic inputs, it is advised that vendors may submit



scanned copies of all documents in support of their claims / submissions, as asked for in the tender document of NABARD, along with an undertaking that all documents submitted are correct and if found otherwise, in future, will be liable for termination of the tender / contract without any notice.

Signature of the Bidder with seal and date:

Place:

Date:

SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Staffs will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.
4. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
5. All workers shall be provided kits in order to ensure the COVID-19 appropriate behavior in the premises.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the Bidder with seal and date:

Service Level agreement

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

THIS AGREEMENT is made at Thiruvananthapuram on this day of2023
BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Kerala Regional Office at Punnan Road, Statue, Thiruvananthapuram-695001, herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

Shri./M/s.....(Individual/Proprietorship/partnership firm/Company) incorporated/registered underAct, or R/o, and having its (place of business or Office) athereinafter referred to as ‘Vendor’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD is desirous of carrying out the work of **Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001** and has caused specifications describing the work to be done and prepared by Kerala Regional Office, NABARD, Thiruvananthapuram.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

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

NOW, THE AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

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 shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
2. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that all items of work specified in the scope of work is attended to. In case of difference between the tender document and this agreement, the agreement will prevail.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.

6. The Vendor shall provide to NABARD a security deposit of Rs..... (Rupees Only) (Interest Free).
7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.
8. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
9. The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
10. This contract is an item rate contract for the complete work 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.
11. All payments by the NABARD under this contract will be made only at Thiruvananthapuram.
12. The Vendor shall afford every reasonable facility for carrying out 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.
13. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.
14. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.
16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/ job on the next day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.
17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
18. **DISPUTE RESOLUTION**
 - (a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, RO, Thiruvananthapuram and the same will be binding on the Vendor.
 - (b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.
 - (c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of

the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Thiruvananthapuram. The language of arbitration shall be English.

(d) The award of the arbitrator/s so appointed shall be final and binding on the parties.

(e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof

19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.

20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.

21. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

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

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

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor 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.....

Signature

Name & Designation

In the presence of.....

Signature

Name & Address

Signed and sealed by the vendor by the

Hand of Shri/Smt.and duly constituted attorney. If the Vendor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association. If the vendor is signing by the hand of power of attorney, then whether a company or individual to be specified:

Signature of the Vendor

Name of the authorized official Address:

In presence of Shri/Smt.

Signature

Name & Address

Annexure II

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder on letter head)

To
The Chief General Manager,
National Bank for Agriculture and Rural Development
Kerala Regional Office,
Punnann Road,
Statue, Thiruvananthapuram-695001.

Sir

Subject: Letter of Indemnity and Undertaking

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 'NABARD') has expressed desire to avail **Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001** at NABARD staff Quarters and VOF/VEF, Thiruvananthapuram as per this tender and which are hereinafter for brevity sake referred to as plumbing services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ (contractor/bidder) hereby declare and certify that we are the rightful owners/ licensees of the said service offered to NABARD and that the sale of the said service 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 of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ (contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us 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 NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ (contractor/bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation) of **Authorized Official**
Signature

PREAMBLE TO SCHEDULE OF QUANTITIES

The " Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001".

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final 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.
4. If no rate/amount is mentioned against any of the items in Financial Bid, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
5. Notes given in the Financial Bid should be read carefully before quoting the rates.
6. All quoted rates shall be inclusive of all taxes including goods and service tax, wages, etc. as per minimum wages Act etc. unless otherwise stated. No other claim whatsoever in this respect shall be entertained.
7. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.

(Name and Designation) of **Authorized Official**
Signature

Penalties

1. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
2. Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable.
3. **Forfeiture clause:** In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.
4. Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

I / We accept all the above Terms and Conditions in all respects without any reservation.

DATE:
PLACE:

Signature of the Bidder
NAME AND SEAL

TECHNICAL SPECIFICATIONS

LIST OF APPROVED MAKES OF MATERIALS / TRADE

1. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.
2. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Employer. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
4. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.
5. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
6. OEM or Authorized Seller of OEM or Bidder should have a Service facility in Kerala to provide after-sales service support in Kerala.
7. Manufacturers Authorisation Form (MAF) should be mandatory.

SL NO	Parameter	Product Description	Compliance (Yes/No)
1. 98" DISPLAY			
	PANAL		
1	Screen Size (LG Professional 98UM5J or equivalent)	98 inches or higher	
2	Panel Technology	IPS	
3	Native Resolution	3840*2160(UHD) or better	
4	Brightness	500 cd/m2 or better	
5	Refresh Rate	60 Hz or better	
6	Contrast Ratio	1200:1 or better	
7	Dynamic CR	1,000,000:1 or better	
8	Color Gamut	NTSC 72%	
9	Viewing Angle(HxV)	178 x 178	
10	Color Depth	1.07 Billion Colors (10 bit) or better	
11	Response Time	8ms or better	
12	Surface Treatment (Haze)	28% or better	
13	Panel Life Time	50000Hrs (Typ.) or better	
14	Surface Treatment	Hard coating (3H),Antiglare treatment	
15	Operation Hours	24 / 7	
16	Orientation	Portrait & Landscape	

	CONNECTIVITY		
1	Digital Input	HDMI x 3	
2		DP x 1	
3		DVD-D x 1	
4	Audio Input	Required	
5	Control	IR	
6		RS232C IN	
7		RJ45	
8	USB	2 Or More	
9	Digital Output	HDMI x 1 or better	
10	Audio Out	Required	
	PHYSICAL SPECIFICATION		
1	Bezel Width	15 mm (Even Bezel) or better	
2	Specify Bezel width for the offered model		
3	Weight (Head)	70KG or lesser	
	FEATURES		
1	Internal Memory	16GB or better	
2	Built-in Wi-Fi	Required	
3	Temperature Sensor	Required	
4	Auto Brightness Sensor	Required	
5	Acceleration (Gyro) Sensor	Required	
6	USB Plug & Play	Required	
7	Background Image (Booting Logo Image, No Signal Image),	Required	
8	Multi-screen PIP/PBP	4PBP, 1PIP	
9	USB Cloning	Logo image down load, Sent to USB, Receive from USB	
10	Smart Energy Saving	Required	
11	Wake on LAN	Required	
12	HDMI-CEC	Required	
13	Media share	Mirroring, SoftAP	
14	Fail over	USB, SD card, DP, DVI, HDMI, Internal Memory	
	ENVIRONMENTAL CONDITIONS		
1	Operation Temperature	0°C to 40°C or lower	
2	Operation Humidity	10% to 80% or better	
	POWER		
1	Power supply	100-240V, 50/60Hz	
2	Power Type	Built-in Power	
	POWER CONSUMPTION		
1	Typical	450W or better	
	AUDIO		
1	Integrated Audio	Required	
	CERTIFICATIONS		
1	Safety	CB / NRTL	

2	EMC	FCC Class "A" / CE / KC	
	OTHERS		
1	OEM Warranty	3 Years	
2. Wall Mount Bracket			
1	Wall Mount Bracket should Support to hold the above 98" Display	To be Included	
3. 4K HDMI Switcher			
1	Video Input	4 x HDMI	
2	Video Output	1 x HDMI	
3	Max. Data Rate	18 Gbps (6 Gbps Per Lane)	
4	Max. Pixel Clock	600 MHz	
5	Max. Resolution	3840 x 2160 @ 60Hz (4:4:4)	
6	Auto Switching modes for auto port selection	Required	
7	Compliance	HDMI 2.0 (3D, Deep Color, 4K) HDCP 2.2 Consumer Electronics Control (CEC)	
8	Supports HDR10+	Required	
9	LED indication of source device status	Required	
10	Control	RS-232, IR	
11	Housing	Metal	

4. HDMI Passive Faceplate			
1	2 Module Faceplate	Required	
2	Material	Metal	
3	Port	HDMI	

5. Two Meter & Three Meter HDMI Cable			
1	2 Meter HDMI Cable	2 m High Speed True 4K HDMI Cable with Ethernet	
2	3 Meter HDMI Cable	3 m High Speed True 4K HDMI Cable with Ethernet	
3	Resolution	4096x2160@60Hz (4:4:4)	
	Gold-plated connectors	Required	
4	HDMI (3D, Deep Color, 4K); HDCP 2.2 compliant	Required	
6. 10 Meter HDMI Cable			
1	10 Meter HDMI Cable	10M True 4K HDMI Active Optical Cable	
2	Data transfer rate	18 Gbps (6 Gbps per Channel)	
3	Resolution	4096 x 2160 @ 60Hz 4:4:4	
4	Supports multi audio channel - Dolby TrueHD and DTS-HD Master Audio	Required	
5	Gold-plated connectors	Required	
6	Cable Type	Hybrid type with optical fiber (OM3) and copper wire	
7	Max. Pixel Clock	600 MHz	
8	Communication Signals	TMDS / HDCP 2.2 / EDID / CEC	

FINANCIAL BID: (To to be filled)

(Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001)

Sr. No.	Product Description	Qty.(A)	Quoted Rates (Rs.) (B)	Rate quoted in words	Total (Rs.)(C) C=(A*B)
1	98" UHD Display with 500 cd/m ² Brightness (Typical), IPS Panel Technology, Resolution: 3840 x 2160, 1100:1 Contrast Ratio (LG Professional 98UM5J or equivalent)	1			
2	Wall mount Bracket-(Minimum 860x207x28mm)	1			
3	4-Port True 4K HDMI Switch	1			
4	HDMI Passive Wall plate	1			
5	2 meter High Speed True 4K HDMI Cable with Ethernet	2			
6	3 Meter HDMI Cable	3			
7	10 Meter HDMI Cable	10			
8	Total	NA			
9	GST (@18 % of 8)	NA			
10	Total inclusive of GST (8 + 9)	NA			
11	AMC charges for 5 years after completion of warranty period of initial 03years (% of 10) not less than 3.85%	5 years (total amount)% (Quote % for 5 year AMC)		
12	Grand Total (10 + 11)	NA			
	Grand Total in Words 				

Note:

- Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned above.
- All Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.

- iii. Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- iv. Support service cost applicable to on-site and off-site resources shall be included as part of the costs indicated above.
- v. The bidder who has quoted for the least total cost will be considered for offering this service. However NABARD reserves the right to select or reject any or all bid without assigning any reason.
- vi. Additional devices, if sought by the Bank within a period of two year, shall be supplied at the same rental and per click rates offered in this bid.
- vii. **If a bidder quotes impracticably low AMC service charges i.e, less than or equal to 3.85%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in % and in figures**

Date:

Signature of the Bidder with seal

Place:

KYC: Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

Signature of the Bidder with seal and date:

Undertaking

We certify that the procurement for Tender for Supply, Installation, Testing and Commissioning of 98 inch UHD Display with AMC for 5 years after end of warranty period at NABARD Kerala Regional office, Statue, Thiruvananthapuram, 695001, is not feasible from the items/catalogues or services available on GeM.



(Sajeev S)

Deputy General Manager

17.07.2023