



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
J&K Regional Office  
Jammu**

**(e-Tender through GeM Portal)**

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), J&K Regional Office, Jammu invites sealed offers from established Vendors/Bidders for supply, Installation, Testing, commissioning Fifteen (15) MFDs/3 in One Printers, at our Regional Office at Jammu, J&K.

The TENDER document can be downloaded from NABARD's Website  
**<https://www.nabard.org/Tenders.aspx>**

**Last date for submission of Tender: 14.00 Hrs on 08 Dec 2023**

**Important Contacts:**

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## **SCHEDULES**

### **Part I - Technical Bid**

<b>S. No.</b>	<b>Particulars</b>
1	Covering letter for submission of Offer
2	Backup Commitment from the Manufacturer for System Maintenance for the quoted products exclusively for this tender.
3	Letter of Indemnity and Undertaking
4	Performance Bank Guarantee
5	Organizational Profile of the Vendor/ bidder
6	Detailed Specifications of the Hardware
7	Manufacturer's Authorization Form (MAF) exclusively for this tender
8	Articles of Agreement
9	Undertaking by the Authorized Signatory of the Vendor/Bidder, on the letter head of the Vendor/Bidder stating that the Vendor/Bidder has not been blacklisted by any Central/State Government Organization or PSU
10	Self-Certification on Vendor/Bidder's letterhead regarding local content

## **Part II - Commercial Bid**

### **Bill of Quantities (Procurement)**

**Tender No NB.J&KRO.DPSP-DIT/ /DPSP-DIT 02/2023-24**

**17 Nov 2023**

#### **1. NOTICE INVITING TENDER**

NABARD, National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra\Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD, J&K Regional Office, Jammu intends to invite sealed Tenders for supply, installation, testing & commissioning of **Fifteen (15) MFDs/3 in One Printers, to be submitted before 14:00 Hrs on 08 Dec 2023.**

Bidders are requested to submit their offer on GeM Portal for the aforesaid work as per detailed specifications and schedule of quantities specified in the tender document.

Tender document can be downloaded from NABARD's website <http://www.nabard.org>. Tender document fee is waived as it can be downloaded from NABARD website.

#### **E-Tendering:**

- The tender documents can be downloaded from NABARD's website <https://www.nabard.org>. Tender document fee is waived as it can be downloaded from above mentioned website.
- Tenders are to be filled through Online Mode (e-tendering through GeM) only and no other mode shall be accepted.
- Digital Signature Certificate (DSCs) with USB token shall be required to submit the tenders through GeM portal.

#### **Two Parts Offer:**

**The offer will have to be submitted in two parts; Part - I Technical Offer (TO) & Part - II Commercial Offer (CO) in separate.**

**“Technical Offer for Supply, Installation, Testing, Commissioning of Fifteen (15) MFDs/3 in One Printers.**

Technical offer must be submitted at the time of submission of quotation, online, giving full particulars, addressed to ‘The Chief General Manager, National Bank for Agriculture and Rural Development, J&K Regional Office, NABARD Tower, Railhead Complex, Near Saraswati Dham, Railway Road, Jammu – 180012.

Each page of the quotation document must be signed with proper seal of Vendor/ Bidder and uploaded in the GeM portal.

**Part-1 Technical Offer should** contain the following:-

1. Tender documents signed by the vendor on each page.
2. Covering letter for submission of offer as per annexure 1.
3. Letter of indemnity and undertaking as per annexure 2 of the tender.
4. Backup Commitment from the OEM as per proforma given in annexure 3 of the Tender.
5. Organizational / Financial Profile as per proforma given in annexure 5 of the Tender.
6. Technical specifications compliance **item-wise** as per the proforma indicated in annexure 6 of the Tender.
7. Manufacturer's Authorization Form (MAF) on the letter head of OEM (Original Equipment Manufacturer) as per proforma given in annexure 7 of the Tender.
8. An Undertaking by the Authorized Signatory of the Vendor/Bidder, on the letter head of the Vendor/Bidder stating that the Vendor/Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice.
9. **A pre-contract Integrity Pact, as per annexure – 9, executed on a Rs. 200/- Stamp paper shall have to be necessarily submitted in Hard-Copy to the following address:**

**NABARD, J&K Regional Office,  
NABARD Tower, Railhead Complex,  
Near Saraswati Dham, Railway Road, Jammu (J&K) – 180012**

**failing which the bids are liable to be rejected. The scanned copy of the same shall have to be uploaded along with the Technical Offer.**

10. **A self certification, specifying the percentage of Make In India content and the details of the location at which the local value is addition is made as per Annexure – 10.**
11. All the documents should be on the **authentic & official letter heads** with signature and seal of competent authority of the Bidding agency and OEMs (wherever applicable as per the proforma of the tender). Printouts from the email attachments or scanned copies are **not accepted** and the tender will be **rejected**.
12. It should be specifically noted that the contents of Technical offer **must not reveal** commercials. Technical and Price bids needs to be provided separately.
13. All the new items are to be supplied, installed and tested at our Regional Office, Jammu.
14. In case any clarification required by NABARD, the same will be communicated to bidder via e-mail and bidder needs to respond with clarification sought for within 3 working days otherwise the bid will be rejected by NABARD.
15. The bidder has to specify the make and model of all the items as mentioned as mentioned in Annexure -

## **Part-2 Commercial offer (Price Bid)**

Commercial offer should contain the following: -

Prices in Indian Rupees only with detailed break-up of prices in figures as well as in words. In case of discrepancy NABARD's decision will be considered as final.

The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items therein.

- i. The Commercial Offer should be in conformity with the terms indicated in para Price Composition.
- ii. The Commercial Offer should not contradict the Technical offer in any manner.
- iii. Multiple L1 Bids will be scrutinized and final L1 Bidder will be selected on basis of highest score in QCBS Scoring Model as mentioned in Annexure – 12.

### **1.2 Opening of 'Quotation'**

Technical Offer will be opened at 14:30 hours on **08 Dec 2023** at this Office in the presence of a Committee of Officers of National Bank for Agriculture and Rural Development, J&K Regional Office, Jammu and in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening. The bidders willing to be present at the time of opening of Technical offer need to be present on their own. No separate communication will be made by the bank.

### **Address for Communication: -**

The Chief General Manager  
National Bank for Agriculture and Rural Development,  
NABARD, J&K Regional Office, NABARD Tower,  
Railhead Complex, Near Saraswati Dham, Railway Road,  
Jammu (J&K) – 180012.  
Email: [jammu@nabard.org](mailto:jammu@nabard.org); [dpsp.jammu@nabard.org](mailto:dpsp.jammu@nabard.org)  
Website: **[www.nabard.org](http://www.nabard.org)**

**A pre-bid meeting will be held at 1100 hrs on **24 Nov 2023** at above address.**

- The prospective bidders are requested to read the Tender document thoroughly before attending the pre-bid meeting.
- Prospective bidders are also advised to ascertain themselves regarding the requirements under this tender enquire, including buy-back of old laptops and desktops.

Sd/-

( Rajesh Kumar)  
Assistant General Manager

## **2. Terms and Conditions**

### **2.1 Scope of work:**

The successful bidder needs to provide the following elements:-

#### **Supply:**

##### **a) Items :**

<b>Sr No</b>	<b>Item</b>	<b>Quantity</b>	<b>Remarks</b>
1	MFD/MFP/MFM/3 in One Printer	15	

as per specifications mentioned in Annexure – 6.

- b) License for all the Hardware, Software Components (wherever applicable).
- c) Manuals of the Hardware and Software (wherever applicable).
- d) Media in the form of Pen drive etc. (wherever applicable).

#### **Installation:**

Installation, Commissioning, Configuration and testing of the supplied equipment at NABARD's Regional Office at Jammu.

#### **Warranty support:**

The successful bidder has to provide Comprehensive Post-installation warranty support (OEM warranty in case applicable) for all the hardware, software, Installed & commissioned by them, for a period of **3 (three) years, on site from the date of installation**. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

### **2.2 Conditions of the TENDER:**

- 2.2.1. NABARD will normally deal with a single bidder who can provide comprehensive support and is in a position to provide every element of the solution. Specific authorization from the original manufacturer of the Hardware and Software (wherever applicable) would be required for this project.
- 2.1.2 Complete specifications of all the products and services recommended in the proposal inclusive of make/manufacturer/ developer shall have to be provided along with the technical bid.
- 2.1.3 The bidder has to submit supporting documents along with the Technical bid that the bidder is authorized to bid the Hardware and Software (wherever applicable) [which are not his products] recommended by him in the proposal.
- 2.1.4 Submission of proposal in response to the Tender enquiry does not bind NABARD to award a purchase order for any service or product. NABARD would only deal with the successful bidder in matters related to Technical, Commercial and Legal aspects.
- 2.1.5 NABARD reserves the right to reject any particular bid or all the bids without assigning any reason whatsoever. Failure to select a bidder by NABARD shall not make NABARD liable to pay claim.

- 2.1.6 By submitting the proposal against this Tender enquiry, the bidder acknowledges the responsibility to respond promptly in contract with NABARD. Failure to do so shall relieve NABARD of any contractual obligation to the bidder and NABARD reserves the right to select any other bidder for the awarded work.
- 2.1.7 Tenders/bids with any additional/different terms & conditions proposed by the bidder shall be rejected unless expressly assented in writing by NABARD.
- 2.1.8 The bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.
- 2.1.9 Any response or Communications whatsoever from the bidder received after the last date/time shall be strictly treated as invalid unless called for by NABARD.
- 2.1.10 No expense incurred by the bidder in the preparation of the quotation against the present tender enquiry shall be borne by NABARD. The submitted bids once opened shall not be returned to the bidder.
- 2.1.11 The price quoted for all components/products/services in the proposed solution should be competitive. NABARD reserves the right to verify the same independently and reject bids not complying with this criterion.
- 2.1.12 The technical & functional specifications of all the items should comply with the criterion given under the relevant section of this tender. NABARD reserves the right to accept or reject any tender based on deviations (as per the discretion of NABARD), if any, from the technical specifications.
- 2.1.13 Any corruption in the software or media (wherever applicable) provided by the bidder shall be rectified during the full warranty period of the contract at no extra cost to NABARD.
- 2.1.14 The hardware, software and the overall system shall be supported by the successful bidder for the entire period of warranty. The bidder is required to submit an undertaking to this effect along with the technical offer. Absence of the undertaking shall make the offer liable for rejection.
- 2.1.15 The bidder shall be responsible for installation, commissioning & configurations of the hardware and software and related activities (unpacking, uncrating, inspection etc.). They shall ensure physical availability of all items as per the packing list.
- 2.1.16 The successful bidder shall provide Machine Installation Reports, Supply Completion Report and Performance Guarantee Certificate after completion of work.

### **2.3 Eligibility Criteria:**

Offers are invited only from those Vendors/Bidders who fulfill the following eligibility criteria:-

- 2.3.1 The product offered should comply with the certifications indicated in detailed specifications of the hardware/software. The bidder should submit supporting documents along with the Technical Offer.
- 2.3.2 The bidder should be direct channel partner of the OEM, preferably highest level channel partner and should be the one-point contact for the entire project.
- 2.3.3 The bidder should provide proper authentication from the manufacturer/OEM as per the proforma given in Annexure - 7 of the Tender. Offers without proper authentication from the manufacturer/OEM shall be treated as incomplete and shall be rejected.



- 2.3.4 The bidder should have a dedicated comprehensive support service centre at Jammu.
- 2.3.5 The bidder should produce document in support of having experience in System Integration or similar kind of work.
- 2.3.6 The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part of Technical Offer.
- 2.3.7 The Vendor/Bidder should submit its Organizational / Financial profile in the proforma detailed in Annexure 5 as a part of Technical Offer. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Offer.
- 2.3.8 **The supplying agency should be a profit making entity for the last 3 (three) years and its Annual Turnover during the last 3 years should not be less than Rs. 27 lakh, each year, as on 31.03.2023.** Details of the same need to be provided authenticated by CA. This should be individual company's turn over and net profit and not that of group of companies. Supporting documents in this regard should be provided as a part of Technical offer.

**The bidder should have experience of execution of three works of Rs. 2.70 lakh each or two works of Rs. 3.37 lakh each or one work of Rs. 5.40 lakh, as on 31.03.2023. Necessary documents in support of the same shall have to be submitted along with the Technical Bid.**

- 2.3.9 The vendor/Bidder should have the installation/implementation experience as detailed under Para 2.4 of this document.
- 2.3.10 The Tender shall be governed by instructions contained in DIPP, Govt. of India order no. P-45021/2/2017-PP(BE-II) dt. 04.06.2020, and Ministry of Electronics and IT (MeitY) gazette notification dt. 07.09.2020.
- 2.3.11 Both Class – I and Class – II local supplier (as defined in the DIPP, Govt. of India order no. P-45021/2/2017-PP(BE-II) dt. 04.06.2020) are eligible to bid under this Tender enquiry.

**The local supplier at the time of tender / bidding shall provide self-certification that the item offered meets the minimum local content and shall give details of the location at which the local value addition is made.**

- 2.3.12 The mechanism for calculation of local content has been prescribed for Laptops in para 4.3 of Ministry of Electronics and IT (MeitY) gazette notification dt. 07.09.2020.
- 2.3.13 Para 3A of the DPIIT order dt. 04.06.2020 shall be referred for percentage of procurement for which preference to domestically manufactured Electronic Products shall be provided (in value terms).
- 2.3.14 Purchase preference shall be provided as per the provisions cited in the DPIIT order dt. 04.06.2020 for the procurement of electronic products.

## **2.4 Installation / Implementation Experience:**

The Vendor/Bidder must have experience, in last three years, in installation, testing and commissioning of Hardware/Software as mentioned in Schedule of Quantities.

A Statement containing the details of such implementations like Name of the firm, brief scope/description of the project, duration in months, from/to Team size, client details (including the name and details of contact person) should be submitted as a part of Technical Offer.

Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. NABARD reserves the right to verify /evaluate the claims made by the vendor/Bidder independently. Non-compliance of any of the criteria will entail rejection of the order.

**2.5 Signatory:** Each page of the 'Quotation' document and Technical Offer should be signed by the person or persons submitting the 'Quotation' in token of Vendor/Bidder having acquainted himself with the General Conditions of Contract, Specifications, etc., as laid down.

## **2.6 Opening of Quotation**

A. Part I of the quotation i.e. Technical Bids will be opened **at 14:30 hours on 08 Dec 2023** at NABARD, J&K Regional Office, in the presence of the authorized representative (not more than one person) of Vendors /Bidders who choose to remain present.

PART-II of the quotation (commercial Offer) shall be opened after scrutiny of Part -I (Technical offer) of the tender and supporting documents submitted therewith, at a later date, in respect of vendors who are found eligible in technical bid and they shall be separately intimated accordingly.

## **2.7 Earnest Money Deposit:**

The bidder has to deposit an EMD of Rs. 13,500.00 (Rupees Thirteen Thousand Five Hundred Only) through NEFT to the following account:

Name of Account: **National Bank for Agriculture and Rural Development**

Bank : **NABARD**

Branch Name: **Head Office, Mumbai**

Account No (VAN) : **NABADMN17**

IFSC Code: **NBRD00000002**

The EMD of the unsuccessful bidders will be refunded after finalization of technical/ financial bid. That of the successful bidder will be refunded after the submission of the performance guarantee.

Full amount of EMD shall be forfeited in case of breach of contract/terms and conditions of this tender, by any tenderer/prospective bidder.

## **2.8 Warranty period:**

The successful bidder has to provide Comprehensive Post-installation warranty (OEM warranty in case applicable) support for all the hardware, software, Installed & commissioned by him, for a period of **3 (three) years, on site from the date of installation**. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

During the warranty period Vendor/Bidder shall provide on-site free maintenance services for trouble shooting of hardware and related software problems and replacement of parts free of charge.

## **2.9 Performance:**

### **2.9.1 Response Time to errors:**

The vendor/OEM undertakes and guarantees that all the Critical Errors will be resolved within seventy two hours of the NABARD intimating the same through e-mail, telephone or fax.

### **2.9.2 Spare parts:**

The vendor/OEM will make the arrangement of spare parts for the Hardware and accessories available for a minimum period of three years (warranty period) from the time of acceptance of the system. If any of the peripherals/components are not available during the warranty period, the substitution shall be carried out with peripherals/ components of equivalent or higher capacity. A written confirmation from the Hardware OEM regarding the same should be attached.

## **2.10 Indemnity**

The Bidder shall, at its own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents. or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed/engaged otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

The Bidder shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (Including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract, (ii) Breach of any of the terms of this Tender or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder. (iv) Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The Bidder shall further indemnify NABARD against any loss or damage to NABARD's premises or property, NABARD's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The successful Vendor/Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format within 30 (thirty) days of commissioning of systems/equipment.

## **2.11 Performance Bank Guarantee**

The successful Bidder shall, at his own expense, deposit with the Chief General Manager, NABARD, J&K Regional Office, Jammu within 15 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of annexure 4 for an amount equivalent to 10% of the of the total order value of hardware and software for the due performance and fulfilment of the contract by the Bidder.

The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

Without prejudice to the other rights of NABARD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default. The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract.

## **2.12 Price Composition:**

The price offered to NABARD must be in Indian Rupees, inclusive of all taxes and duties such as Excise, Sales, Customs, Service tax and all other eligible state , central taxes, packing forwarding, import and custom clearance, transportation, Insurance till delivery at NABARD (J&K Regional Office, Jammu), cost of installation, testing, commissioning and comprehensive on-site maintenance services under warranty, profit, overhead, labour etc.

No extra/additional payment will be made other than quoted in the price bid.

From the date of placing the order till the delivery of the equipment, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the equipment, the benefits arising out of such reduction shall be passed on to NABARD.

Terms like "rates as applicable" and ambiguity in price will not be accepted and such bids are liable to be rejected without assigning any reason whatsoever.

The Vendors/Bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

### **2.13 No Price Variations**

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc. However, if there is any reduction on account of government taxes, duties, local levies, etc. during the offer validity period, the same shall be passed on to NABARD.

### **2.14 Import Obligations:**

In the event of it being necessary to import any materials of foreign manufacture, the Vendor/Bidder should obtain the same against his own normal license quota and should not look to NABARD for any assistance whatsoever for their procurement.

### **2.15 Terms of Payment**

Payment will be made from NABARD according to the procedure and schedule mentioned below:-

#### **2.15.1 Supply of Hardware & Software Components:**

90% of the total cost of Hardware & Software Components shall be paid on supply and installation of the listed Hardware & Software Components at the designated places i.e. NABARD, J&K RO, Jammu and on submission of the Machine Installation Report (MIR) issued by the competent authority of NABARD.

#### **2.15.2 Balance Payment:**

10% of the total cost of Hardware & Software Components shall be paid after submission of Performance Bank Guarantee as per proforma indicated as per Annexure 4.

### **2.16 Term of execution of work:**

The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of all items shall be **Three weeks from the date of receipt of the work order**. Time shall be the essence of the contract.

### **2.17 Timely completion and Liquidated Damages:**

If the Vendor/Bidder fails to effect and complete the work within the time as stipulated under the Section: "Term of execution of work", the Vendor/Bidder shall be liable to pay NABARD liquidated damages and not by way of penalty, a sum of 1 % of the contract price for each completed week of delay in completion of work. This is by way of deducting from the payment made by NABARD. The Vendor's/Bidder's such liability for the delay in completing the work shall not in any case exceed 5 % of the contract price.

### **2.18 Agreement:**

The issue of letter of award of work by NABARD shall be construed as a binding contract. Upon receipt of the Purchase Order an agreement as per the proforma in Part I Schedule 9 to be given by the vendor.

### **2.19 Confidentiality:**

The details of the proposed service shall be treated as confidential information between NABARD and Vendor/Bidder. Any such information shall not be passed on in part or in full to any third party without NABARD's prior written approval.

### **2.20 Settlement of disputes by Arbitration:**

- (a) The bid and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- (b) All settlement of disputes or differences whatsoever, arising between NABARD and the Bidder out of or in connection to the purchase, installation, meaning and operation or effect of this bid or in the discharge of any obligation arising under this bid whether during the course of

execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between the NABARD's representative and the Bidder's representative.

- (c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, such unsettled dispute or differences shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Bidder a panel of five names of persons who shall be presently unconnected with NABARD and the Bidder. The Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall there upon without delay appoint the said person as the sole arbitrator. If the Bidder fails to select the person as sole arbitrator within 30 days of receipt of the notice from panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the person from the panel as sole arbitrator and communicate his name to the Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever; another person shall be appointed by NABARD from the above list of persons.
- (d) The venue of the arbitration shall be at Jammu and the language of arbitration shall be Hindi/English.
- (e) The award of Arbitration shall be final and binding on both the parties.
- (f) Work under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by NABARD to the Bidder 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. In case of any complaint bidder may approach Jammu.

### **2.21 Order cancellation**

NABARD reserves its right to cancel the entire/unexecuted part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions: -

- a) Delay in delivery of the ordered equipment, etc., beyond four weeks from the date of receipt of the work order (except with written permission from NABARD).
- b) Any other appropriate reason in view of NABARD.

In addition to the cancellation of the work contract, NABARD reserves the right to foreclose the Bank guarantee given by the Vendor/Bidder towards performance of the contract to appropriate the damages.

### **2.22 Right to Accept or Reject the Quotation**

NABARD does not bind itself to accept the lowest bid or any or all Quotations and Reserves to itself the right to accept or reject any or all the 'Quotations', either in whole or in part without assigning any reasons for doing so.

If any conditions are stipulated, at the time of submission of 'Quotations', they will be Liable to be summarily rejected.

### **2.23 Right to alter quantities**

NABARD reserves the right to alter quantities, either decrease or increase the number of items to be purchased on the same terms and conditions.

### **2.24 Force Majeure**

- a) The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

- b) For the purpose of this clause. "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation
- c) In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem.
- e) Notwithstanding above, the decision of NABARD shall be final and binding on the Bidder.

### **2.25 Evaluation Process**

- a) Only Quotations received on or before the stipulated date and time in response to the Tender will be considered for further evaluation. The evaluation process will include:
- b) Evaluation of Tender response (this may include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.)
- c) From the technically qualified bids, Vendors/Bidders will be short listed for commercial evaluation.
- d) The final decision regarding selection of Vendor/Bidder will be taken by NABARD. The implementation of the project will commence upon successful negotiation of a Contract between NABARD and the selected Vendor/Bidder. NABARD reserves the right to reject any or all proposals fully or partially.
- e) Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.
- f) Vendor/Bidder will submit a certificate as detailed in annexure 1, on the letterhead and duly signed by Authorized signatory. This certificate will also form part of Technical Offer.

### **2.26 Buyback Arrangement**

- a) Bidders shall quote in the Price Bid, the buy-back price for approximately Thirty Six (36) old Desktops of HP make and Sixteen (16) old Laptops (HP make), Three (03) MFDs/3 in One Printers (2 MFDs HP Make and 1 MFD Samsung make) and Five (05) Laserjet B/w Printers (HP make) including peripherals from NABARD , J&K Regional Office, J&K Regional Office, NABARD Tower, Railhead Complex, Near Saraswati Dham, Railway Road, Jammu (J&K) – 180012 premises or any other locations as communicated by NABARD.
- b) The buy-back shall be effective after 45 days of successful commissioning of laptops and AIOs under fresh purchase.
- c) Bidders shall arrange for disposal and removal of old laptops and desktops from NABARD premises under buy- back arrangement and the cost for the same shall be included in the buy-back price quoted in the Price Bid.
- d) No claim whatsoever shall be entertained in respect of any expenses that may be incurred on removal, disposal, transportation, labour etc. for the buy-back of old laptops and desktops.
- e) NABARD reserves the right to include/exclude buy-back value/price from the bidding and therefore, L1 may be decided including/excluding price quoted for the buy-back of the old laptops and desktops.
- f) NABARD reserves the right to accept or reject the bids/tenders where the quotation for buy-back of old laptops and desktops are not indicated.

- g) Prospective bidders are also advised to ascertain themselves regarding the requirements under this tender enquire, including buy-back of old laptops and desktops.

## **Annexure 1**

(Letter to NABARD on Vendor/Bidder's letterhead)

The Chief General Manager  
National Bank for Agriculture and Rural Development,  
J&K Regional Office, NABARD Tower,  
Railhead Complex, Near Saraswati Dham, Railway Road,  
Jammu (J&K) – 180012.

Dear Sir,

**Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Fifteen (15) MFDs/3 in One Printers**

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

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

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

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:



## **Annexure 2**

### **(Letter of Indemnity and Undertaking)**

(To be submitted on Rs.100/- stamp paper)

The Chief General Manager  
National Bank for Agriculture and Rural Development,  
J&K Regional Office, NABARD Tower,  
Railhead Complex, Near Saraswati Dham, Railway Road,  
Jammu (J&K) – 180012.

Dear Sir,

### **Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Fifteen (15) MFDs/3 in One Printers**

In consideration of National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') agreed to purchase hardware/Software for the various functions as per the Schedule hereunder written and which are hereinafter for brevity's sake referred to as 'the said systems package', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the \_\_\_\_\_ Limited hereby declare and certify that we are the rightful owners/ licensees of the said systems offered for sale to NABARD and that the sale of the said systems to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy Rights Act.1957 or any other Act for the time being in force.

We, the said limited 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 said systems 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 \_\_\_\_\_ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers or servants or 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.

In witness whereof the has put his hands and seal the month and year first herein above mentioned

Schedule

(Please list all the hardware/software supplied to NABARD for providing this service)

(i)

(ii)

Yours faithfully

(Name and Designation of Authorised Official)

### **Annexure 3**

#### **Backup Commitment from the Manufacturer for System Maintenance**

The Chief General Manager

National Bank for Agriculture and Rural Development,  
J&K Regional Office, NABARD Tower,  
Railhead Complex, Near Saraswati Dham, Railway Road,  
Jammu (J&K) – 180012.

Dear Sir,

**Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Fifteen (15) MFDs/3 in One Printers**

We hereby confirm that in the unlikely event of M/s. \_\_\_\_\_ failing to fulfill their obligations with respect to all inclusive maintenance service contract for \_\_\_\_\_

\_\_\_\_\_ products to be installed in your premises, we undertake to render these services directly (or through another reputed System Integrator) to you at the same terms and conditions as Proposed by M/s. \_\_\_\_\_. This assurance will be valid for a minimum period of three years after handing over of the installation and for a further period as may be decided on the basis of a joint review after expiry of three years.

We also understand that this letter will form the part of the contract documents to be executed between M/s. \_\_\_\_\_ and you.

\_\_\_\_\_

Yours faithfully

(Name & Designation)

#### Annexure 4

#### PERFORMANCE BANK GUARANTEE FORMAT (ON NON JUDICIAL STAMP PAPER OF Rs.100)

This Deed of Guarantee executed at \_\_\_\_\_ on this day of \_\_\_\_\_ by Bank, a Banking Company constituted under \_\_\_\_\_ Act having its Branch Office at \_\_\_\_\_ (hereinafter referred to as "Bank" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

#### IN FAVOUR OF

National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No C-24, 'G' Block Bandra-Kurla Complex, Bandra (East), **Mumbai-400 051**. (Hereinafter referred to as "NABARD" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

#### WHEREAS

1. NABARD is desirous of installing and commissioning Laptop Computer Hardware/Software at its Regional Office in Jammu and its District Offices in J&K (hereinafter referred to as "said works") and has requested

\_\_\_\_\_ a \_\_\_\_\_ registered/established/constituted \_\_\_\_\_ under/by \_\_\_\_\_ Act having its Head Office at \_\_\_\_\_ (hereinafter referred to as "Contractor" which expression shall, unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

2. The Contractor submitted its Bid/tender to execute the said works for a total sum of Rs (Rupees \_\_\_\_\_ only).

3. One of the conditions of the said tender is that the Contractor shall furnish to NABARD a Performance Bank Guarantee (PBG) for an amount of 10% of the total value order of hardware and software i.e. Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in favour of NABARD for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.

4. The Contractor has approached us for issuing a PBG in favour of NABARD for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

#### NOW THEREFORE THIS DEED OF GUARANTEE WITNESS THAT

- 1) In consideration of the premise and at the request of the contractor. We \_\_\_\_\_ Bank both hereby irrevocably and unconditionally guarantee to pay to NABARD, forthwith on mere demand and without any demur, as may be claimed by NABARD to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by NABARD by reason of failure to perform the said works as per the said contract.
- 2) Notwithstanding anything to the contrary, the decision of NABARD as to whether computer hardware and software have failed to perform as per the contract and so whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask NABARD to establish its claim or claims under this Guarantee but shall pay the same to NABARD forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or

without any reference to the contractor. Any such demand made by NABARD on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABARD and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

- 3) This Guarantee shall expire on (this date should be the date of expiry of the contract plus 180 days) without prejudice to NABARD's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date (this date should be date of expiry of Guarantee. i.e. 6 months after end of contract period).
- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABARD in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of NABARD under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABARD certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- 5) In order to give full effect to the Guarantee herein contained, NABARD shall be entitled to act as if the Bank is NABARD's principal debtors in respect of all NABARD's claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6) The Bank agrees with NABARD that NABARD shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by NABARD against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of NABARD or any other indulgence shown by NABARD or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of NABARD by any amalgamation or absorption or with the contractor, Bank or NABARD but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9) Any notice by way of demand or otherwise under this guarantee may be sent by fax or registered post to our local address as mentioned in this guarantee.
- 10) Notwithstanding anything contained herein:-
  - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. \_\_\_\_\_

(Rs. \_\_\_\_\_ only)

- b) This Guarantee shall remain in force up to or up to the date extended by renewal of this guarantee.
- c) Unless the demand/claim under this guarantee is served upon us in writing before \_\_\_\_ or on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of NABARD under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

Dated this ----- day of -----2023 at

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

## **Annexure 5**

### **Organizational / Financial Profile of the Vendor/Bidder**

1	Constitution Proprietary/Partnership/Private Ltd. /Public Ltd.	
2	Date of Establishment	
3	Address for Communication Postal Telephone/Mobile / E-mail	
4	Classification	Solution Provider/System Integrator Hardware/Vendor/Bidder / Software Developer, etc.
5	If Joint Venture, then specify names of Partners in the Service Support Co, JV	i) ii) .....
6	Others (please specify)	
7	Name(s) of Proprietor(s) / Partner(s) / Directors	Position/Designation
8	Number of Hardware/System Software Engineers familiar with the Product offered	
9	Total Number of Employees	
10	Number of locations where Service Support Centers are available for catering to the Product being supplied	
11	Products (details)	

12. Business Figures for 3 years (copies of supporting documents to be enclosed)

Year	Sales turnover (Rs. Lakh)	Net Profit (Rs. Lakh)
Current Year		
Last Year		
Year Before Last		

List of reputed major Corporate Customers to whom the similar solution is provided	Please furnish details in the following format. Important : Indicate the contract details of at least 3 years				
Name and address of the Customer with phone number	Approx. total units connected using devices supplied in Customer's Organization	Year of Supply	Brief details of items supplied	Approx. Value of order (₹)	Whether the Customer is continuing under Warranty/AMC

13. IT returns for last 3 years(copies to be submitted)

Financial Year	

Signature of Vendor/Bidder Name:



## **Annexure 6**

### **Specifications**

**3 in 1 (Print, Copy & Scan) Network Multi-Function Device (MFD)/MFP/MFM  
(Laser Printer) (Type - A4 size print output)**

<b>Sr.</b>	<b>Component</b>	<b>Minimum Specifications</b>
1	Resolution	1200 x 1200 dots per inch (dpi)
2	Print Speed	28 pages per minute or above
<b>3</b>	Document Feeder Type	ADF/DADF
4	Duplex Printing	Automatic two-sided printing/scanning
5	RAM	<b>64 MB or more</b>
6	Connectivity	Hi-Speed USB 3.0 and Ethernet 10/100 /1000
7	Warranty	Minimum 3 years Comprehensive onsite warranty from OEM

**Mechanism for calculation of local content:**

(Please refer to the Ministry of Electronics and IT (MeitY) gazette notification dt. 07.09.2020)

<b>Main inputs in BOM/Stages for manufacture of Laptop PC/AIO</b>	<b>Value addition/local content required for the input to be classified as domestic BOM</b>
Main Board/ Motherboard and CPU/ GPU	Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, including the value of Semiconductors** and CPU/ GPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not exceed 35% of the total BOM of the Laptop PC.
Power Module	Domestic PCB Assembly* and testing from imported / domestically manufactured parts and components.
Memory Module	Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported/ domestically manufactured bare PCB, excluding the value of bare PCB.
Hard Disk Drive/ Solid State Drive (SSD)	Domestic PCB Assembly* and final product assembly and testing from imported/ domestically manufactured parts and components, excluding the value of bare PCB.
Display Panel (LCD, LED, etc.)	Domestic assembly into the Back Cover and Bezel and final testing from imported/ domestically assembled Display Panel, LED Back light, Antennae, excluding the value of the Back Cover and Bezel.
DVD Drive	Domestic assembly and testing from imported / domestically manufactured parts and components.
Power Adapter	Domestic assembly with domestic PCB Assembly* and final testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter").
Bare PCB	Domestically manufactured from imported/domestically manufactured inputs
Keyboard/ Touchpad and/ or Trackpoint	Domestic assembly and testing from imported/domestically manufactured parts and components.
Battery	Domestic assembly and testing from imported/domestically manufactured parts and components.
Cabinet/ Chassis including bottom cover, back cover, Keyboard face bezel and Display face bezel and Hinges	Domestically manufactured through injection moulding/ stamping using imported/ domestic inputs.
Final Assembly/ Testing and Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.

## **Annexure 7**

### **Manufacturer's Authorization Form (MAF)**

(To be filled for software application/hardware/system software/RDBMS/any other suits, whatsoever applicable separately)

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

To,

The Chief General Manager

National Bank for Agriculture and Rural Development,  
J&K Regional Office, NABARD Tower,  
Railhead Complex, Near Saraswati Dham, Railway Road,  
Jammu (J&K) – 180012.

Dear Sir,

We \_\_\_\_\_ who are established and reputed manufacturer  
\_\_\_\_\_ having organization at \_\_\_\_\_ and  
\_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name  
and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you  
against the above tender.

We hereby extend our full guarantee and warranty as per terms and conditions of the TENDER and  
the contract for Hardware/software (any other suits, please mention, if applicable) supply,  
installation, commissioning, services and support offered against this tender by the above firm.

Yours faithfully, (Name) for

and on behalf of

M/s (Name of manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer(s) and should be  
signed by a competent person of the manufacturer

## **Annexure 8**

### **Articles of Agreement**

ARTICLES OF AGREEMENT made this day of \_\_\_\_\_ between NABARD, Jammu 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, COMMISSIONING OF Fifteen (15) MFDs/3 in One Printers at National Bank for Agriculture & Rural Development, Jammu Regional Office, NABARD Tower, Railhead Complex, Near Saraswati Dham, Railway Road, Jammu - 180012 and has caused specifications describing the work to be done and prepared by J&K Regional Office , NABARD, Jammu.

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 General Manager, J&K Regional Office, NABARD, Jammu 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 & commissioning of \_\_\_\_\_ at National Bank for Agriculture & Rural Development, J&K Regional Office, Jammu, J&K -180012 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. NABARD reserves to itself 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 Jammu.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jammu and only Courts in Jammu 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 \_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_ and duly constituted attorney.

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

If the vendor/ contractor is signing by the hand of power of attorney, then whether a company or individual to be specified: \_\_\_\_\_

**Annexure - 9**

**(Pre-Contract Integrity Pact)**

**(in Rs.200/- stamp paper, to be submitted in hard-copy)**

**INTEGRITY PACT**

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, Annual Maintenance contract/s for SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF Fifteen (15) MFDs/3 in One Printers. 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:

- 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 cartelisation 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.
- (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:

Dr. Sanjay Kumar Panda, IAS (Retd)  
515, Ward No.3, Sideshwar Sahi  
Cuttack City, Cuttack district  
Odisha - 753 008

(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.

(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 J&K Regional Office of the Principal, i.e., Jammu.
- (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)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

## **Annexure - 10**

### **(Self-Certification on Vendor/Bidder's letterhead)**

The Chief General Manager  
National Bank for Agriculture and Rural Development,  
J&K Regional Office, NABARD Tower,  
Railhead Complex, Near Saraswati Dham, Railway Road,  
Jammu (J&K) – 180012.

Dear Sir,

### **Sub: Self-Certification with regard to percentage of Local Content (Make in India) in Laptops**

With reference to the above TENDER and as per clause 10 of MeitY notification dated 07<sup>th</sup> September 2020, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby certify that:

The percentage of local content / domestic value-addition is: \_\_\_\_\_

(Calculated as per procedure given in clause 9 of MeitY notification dated 07<sup>th</sup> September 2020)

We also certify that any false declarations will in in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

**Annexure - 11**

**Data sheet of MFD/Printer offered by the  
Bidder/Vendor**

**(a) 3 in 1 Laser Printers/MFDs (Technical Specification –V)**

**1) Make :- .....**

**2) Model:- .....**

## **Annexure - 12**

### **QCBS Scoring Model**

Scoring model for deciding the L1 in case of tie (multiple L1 bidders)

<b>S. No.</b>	<b>Description</b>	<b>Score</b>
1.	<b>Legal Structure</b>	<b>20</b>
	Private Ltd./Public Limited	20
	Partnership	15
	Proprietorship	10
2	<b>Work experience in the relevant field of work</b>	<b>10</b>
	>20 years	10
	Less than 20 years but more than 10 years	5
	Less than 10 years but more than 5 years	2
3	<b>Average Turnover during the last 03 years ending 31.03.2021</b>	<b>10</b>
	More than Rs. 71.25Lakh	10
	Less than Rs. 71.25 lakh but more than Rs. 45.00 lakh	5
	less than Rs. 45.00 lakh but more than Rs. 21.50 lakh	2
4	<b>No. of works in Public /Private institutions handled in India in the last 07 years (as on date of bid submission)</b>	<b>5</b>
	More than 20	5
	Less than 20 but more than 10	3
	Less than 10 but more than 05	1
5	<b>Quantum of Area of the building /work performed for the last 7 years</b>	<b>5</b>
	More than 100%	5
	Less than 100% but more than 60%	3
	Less than 60% but more than 40%	1
	<b>Total marks</b>	<b>50</b>

**Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of total 50 marks.**

**Supply, Installation, Testing, Commissioning of Fifteen (15) MFDs/3 in One Printers**

## **Part II**

### **PRICE BID**

**To be submitted separately**

**The Price Bid should not contain any other condition**



**Supply, Installation, Testing, Commissioning of Forty - Four (44) laptops, One (01) AIO – Touch Screen, Five (05) AIOs, Twenty (20) Desktop PCs and Fifteen (15) MFDs/3 in One Printers**

**i)** No Conditions and other information shall be indicated in the Price Bid **ii)** Lowest bidder will be selected on the basis of total calculated in column G

<b>Sl. No.</b>	<b>Description</b>	<b>Qty. (nos.)</b>	<b>Unit Price (Rs)</b>	<b>Total (Rs.)</b>	<b>GST (Rs.)</b>	<b>Total inclusive of all taxes (Rs.)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E=(CxD)</b>	<b>F</b>	<b>G=(E+F)</b>
1	Multi-Function Devices (3-in-1 printers, with Print, Scan & Copy function)	15				
2	<b>Total</b>	<b>77</b>				
3	<b>Total in words</b>					
4	Buyback of MFDs (Two HP make and One Samsung Make)	3*				
5	Buyback of Laser Jet BW Printers	5*				
6	<b>Total Buyback Amount (6=4+5)</b>					

Price Bids without Buyback quotation are liable to be rejected.

*\*approximately*

**Place:**

**Date:**

**Signature of Authorized Person with Seal**

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