



## निविदा आमंत्रित करने की सूचना/ NOTICE INVITING TENDER

केरल/डीआईटी/एमपीएस/डीआईटी-13/857/2023-24

NB. Kerala/ DIT/MPS/DIT-13 /857/2023-24

31 जुलाई 2023/31 July 2023

एम/एस/ M/s

महोदयाप्रिय/ महोदय/ Madam/Dear Sir

नाबार्ड केरल क्षेत्रीय कार्यालय, तिरुवनंतपुरम में पुनर्खरीद व्यवस्था के तहत प्रबंधित प्रिंट सेवा (एमपीएस) प्रदान करने के लिए निविदा/ **Tender for providing Managed Print Service (MPS) under buyback arrangement "as in where in basis" at NABARD Kerala Regional Office, Thiruvananthapuram**

- 1.1 राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) कस्टम बोली मोड के तहत सभी संभावित बोलीदाताओं से नाबार्ड केरल क्षेत्रीय कार्यालय, तिरुवनंतपुरम में पुनर्खरीद व्यवस्था के तहत प्रबंधित प्रिंट सेवा (एमपीएस) प्रदान करने के लिए एक जीईएम निविदा आमंत्रित करता है। इच्छुक बोलीदाताओं को केवल जीईएम पोर्टल के माध्यम से ऑनलाइन आवेदन करना होगा। बोलीदाता जीईएम निविदा के लिए तकनीकी बोली और वाणिज्यिक/वित्तीय बोली के लिए दो अलग-अलग ई-बोली प्रस्तुत करेगा। विवरण नीचे दिए गए हैं:

National Bank for Agriculture and Rural Development (NABARD) invites an GeM Tender for providing Managed Print Service (MPS) under buyback arrangement "as in where in basis" at NABARD Kerala Regional Office, Thiruvananthapuram from all prospective bidders under custom bid mode. Interested bidders must apply online through GeM portal only. The bidder shall submit two separate e-bids for the Technical Bid and Commercial/Financial bid for the GeM tender. The details are given below:

निविदा संदर्भ संख्या और तिथि/ Tender Reference No and Date	केरल/डीआईटी/एमपीएस/डीआईटी-13/857/2023-24 दिनांक 31 जुलाई 2023./ No. NB. Kerala/ DIT/MPS/DIT-13 /857/2023-24 dated 31 July 2023.
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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, स्टाचु, 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



निविदा के लिए/ Tender For	प्रबंधित छपाई (MPS) एक सेवा के रूप में/ Managed Print (MPS) as a Service
अर्नेस्ट मनी डिपॉजिट (रिफंडेबल)/ Earnest Money Deposit (Refundable )	निविदा दस्तावेज में दर्शाई गई शर्तों के अनुसार जेम खाते में 35,160/- रुपये (पैंतीस हजार एक सौ साठ रुपये मात्र) का प्रेषण। Remittance of Rs. 35,160/- (Rupees Thirty Five Thousand One Hundred Sixty Only) to GeM account as per terms indicated in the tender document.
संपर्क नंबर/ Contact Numbers	1. शेरोन हर्बर्ट, एजीएम - 0471-2701673 Sharon Herbert, AGM – 0471-2701673 2. प्रकर्ष राउत, एएम - 0471-2701643 Prakarsh Raut, AM – 0471-2701643
ईमेल/ Email	<a href="mailto:dit.trivandrum@nabard.org">dit.trivandrum@nabard.org</a>
केवल GeM पोर्टल में प्रस्तुत की जाएगी दो निविदाएं Two bids to be submitted in GeM portal only	1. निविदा के अनुसार तकनीकी बोली फाइल डाउनलोड, भरी और पुनः अपलोड की जाएगी। Technical Bid file to be downloaded, filled and re-uploaded as per tender. 2. निविदा के अनुसार वित्तीय बोली फाइल डाउनलोड, भरी और पुनः अपलोड की जाएगी। Financial Bid file to be downloaded, filled and re-uploaded as per tender.

### राष्ट्रीय कृषि और ग्रामीण विकास बैंक

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केरल क्षेत्रीय कार्यालय

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

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- 1.2 निविदाएं केवल जीईएम पर लागू की जाएंगी। निविदा के भाग-I (तकनीकी योग्यता बोली) में तकनीकी योग्यता बोली, जीईएम को ईएमडी प्रस्तुत करने के प्रमाण और निर्धारित निविदा दस्तावेज में नियम और शर्तें शामिल होंगी। निविदा के भाग-II में जीईएम में निर्धारित प्रारूप में केवल वित्तीय बोली होगी। वित्तीय बोली में कोई अन्य नियम और शर्तें नहीं होनी चाहिए। यदि निविदा दस्तावेज में कोई नियम और शर्तें निर्धारित की जाती हैं, तो निविदा को सरसरी तौर पर अस्वीकार कर दिया जाएगा

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, and 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 terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.

- 1.3 निविदा का भाग-1 (तकनीकी योग्यता बोली) सबसे पहले 21 अगस्त 2023 को जीईएम प्रक्रिया के अनुसार खोला जाएगा। तकनीकी योग्यता बोली/निविदा के आधार पर, पात्र बोलीदाताओं की प्रतिस्पर्धी दरों के लिए वित्तीय बोलियां (भाग-II) केवल खोली/विचार की जाएंगी।

The PART–I (Technical Qualification Bid) of the tender shall be opened first on **21 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.

- 1.4 नाबार्ड किसी भी निविदा को पूरी तरह से या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और नाबार्ड की ओर से सबसे कम (एल 1) या किसी भी निविदा को स्वीकार करना बाध्यकारी नहीं है।

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

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

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tender.

- 1.5 निविदाएं, जो नाबार्ड की सभी या किन्हीं शर्तों को पूरा नहीं करती हैं या किसी भी प्रकार से अधूरी हैं और नाबार्ड द्वारा निर्दिष्ट शर्तों के अलावा बोलीदाता की अपनी शर्तों के साथ निविदाएं अस्वीकृत की जा सकती हैं, उन्हें अस्वीकार कर दिया जाएगा।

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.

- 2 निविदा दस्तावेजों में कोई विसंगतियां, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के बारे में कोई संदेह, "मुख्य महाप्रबंधक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, केरल क्षेत्रीय पुन्नान रोड, प्रतिमा, तिरुवनंतपुरम - 695001" को लिखित रूप में सूचित किया जाना चाहिए, जो इसकी समीक्षा करेंगे और मांगी गई जानकारी यदि स्पष्ट रूप से इंगित या निर्दिष्ट नहीं है, नाबार्ड उन सभी बोलीदाताओं को स्पष्टीकरण जारी करेगा जो अनुबंध दस्तावेज का हिस्सा बन जाएंगे। निविदा प्रस्तुत करने की तारीख से तीन कार्य दिवसों से पहले निविदा दस्तावेजों में विसंगतियों, चूक, अस्पष्टताओं या उनके अर्थ के बारे में किसी भी संदेह को नाबार्ड के ध्यान में नहीं लाया जाता है तो नाबार्ड जिम्मेदार नहीं होगा. बोली लगाने वाले का केरल में पंजीकृत कार्यालय होना चाहिए।

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 Punnan 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. The bidder must have registered office in Kerala.

- 3 बोलीदाता को 35,160/- रुपये ((पैंतीस हजार एक सौ साठ रुपये मात्र) की राशि सीधे

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**

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केरल क्षेत्रीय कार्यालय

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

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जीईएम खाते में जमा करके अग्रिम राशि जमा (ईएमडी) जमा करनी होगी। जीईएम द्वारा सफल बोलीदाताओं को काम सौंपे जाने के बाद असफल बोलीदाताओं के ईएमडी को वापस कर दिया जाएगा। एमएसएमई और अन्य पात्र संगठनों को प्रमाण प्रस्तुत करने पर प्रचलित सरकारी निर्देशों के अनुसार छूट दी जाएगी।

The Bidder shall deposit Earnest Money Deposit (EMD) amounting to **Rs.35,160/- ((Rupees Thirty Five Thousand One Hundred Sixty 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.

- 4 प्रस्ताव की वैधता मूल्य बोली खोलने की तारीख से 180 दिनों की होनी चाहिए। हालांकि, सफल बोलीदाता द्वारा उद्धृत दरें अनुबंध अवधि के अंत तक दृढ़ रहेंगी, सिवाय इसके कि न्यूनतम मजदूरी संशोधित की जाती है और अनुबंध दरें संशोधित न्यूनतम मजदूरी दरों या जीएसटी / वैधानिक करों में परिवर्तन से अलग होती हैं और निविदा में कहीं और उल्लिखित अन्य नियमों और शर्तों के अधीन होती हैं।

Validity of offer should be 180 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 the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender.**

- 5 जिन बोलीदाताओं की बोलियां तकनीकी रूप से अयोग्य घोषित की जा चुकी हैं, उनके साथ आगे कोई चर्चा/इंटरफेस नहीं किया जाएगा।

No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.

- 6 किसी भी बोलीदाता और नाबार्ड के बीच तब तक कोई बाध्यकारी कानूनी संबंध मौजूद नहीं होगा जब तक कि बैंक की पूर्ण संतुष्टि के लिए एक संविदात्मक समझौते का

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निष्पादन नहीं हो जाता।

No binding legal relationship will exist between any of the bidder and NABARD until execution of a contractual agreement to the full satisfaction of the Bank.

- 7 निविदा आमंत्रित करने संबंधी यह सूचना (एनआईटी) भी निविदा दस्तावेज का हिस्सा होगी। इस निविदा दस्तावेज और जीईएम पोर्टल के नियमों / प्रावधानों के बीच विरोधाभास के मामले में, हमारे निविदा दस्तावेज में दिए गए नियमों / प्रावधानों को प्राथमिकता दी जाएगी। बोलीदाताओं को निविदा के सभी प्रासंगिक दस्तावेजों पर हस्ताक्षर करने और जीईएम पोर्टल (अतिरिक्त विवरण लिंक) में अपलोड करने की आवश्यकता होती है।

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).

- 8 बोली पूर्व बैठक 08.08.2023 को आयोजित की जाएगी। सभी बोलीदाताओं से अनुरोध है कि वे बोली लगाने से पहले आरओ की आवश्यकताओं से परिचित होने के लिए बैठक में भाग लें।

A pre bid meeting will be conducted on 08.08.2023. All bidders are requested to attend the meeting to acquaint themselves with the requirements of RO before placing the bids.

भवदीय/ Yours Faithfully,

(सजीव एस/ Sajeev S)

उप महाप्रबंधक/ Deputy General Manager

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

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

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### **1.FORM OF TENDER**

**Tender for providing Managed Print Service (MPS) under buyback arrangement “as in where in basis” at NABARD Kerala Regional Office, Thiruvananthapuram.**

Please Note: Works/Work here and elsewhere in the tender shall mean **providing Managed Print Service (MPS) at NABARD Kerala Regional Office, Thiruvananthapuram.**

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) \_\_\_\_\_

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 (i.e. up to 31st March 2025) 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**

## 2. 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 providing Managed Print Service (MPS) under buyback arrangement "as in where in basis" at NABARD Kerala Regional Office, Thiruvananthapuram."** 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 providing Managed Print Service (MPS) under buyback arrangement “as in where in basis” at NABARD Kerala Regional Office, Thiruvananthapuram..**

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 providing Managed Print Service (MPS) under buyback arrangement “as in where in basis” at NABARD Kerala Regional Office, Thiruvananthapuram.**
- (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: [jkghai@gmail.com](mailto:jkghai@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 providing Managed Print Service (MPS) under buyback arrangement "as in where in basis" at NABARD Kerala Regional Office, Thiruvananthapuram.**

(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)

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

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

1. The work involved is **Tender for providing Managed Print Service (MPS) under buyback arrangement “as in where in basis” at NABARD Kerala Regional Office, Thiruvananthapuram.** Scope of work and services to be provided are indicated in the **“SPECIAL TERMS AND CONDITIONS – Scope of Work”** 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. Request for Additional Information
  - a) Bidders are required to direct all communications for any clarification related to this Tender, to the Designated NABARD officials and must communicate the same in writing/email.
  - b) All queries relating to the Tender, technical or otherwise, must be in writing only via electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.
  - c) However, NABARD will not answer any communication reaching the Bank later than the prescribed date and time.
3. Rejection / Acceptance of Bid  
The Bank reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.
4. Cancellation of Bid  
The Bank reserves right to re-issue/re-commence the entire bid process and or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of the Bank. Any decision in this regard shall be final, conclusive and binding on the bidder.
5. Period of Validity of Bids
  - a) Validity Period: - Bids shall remain valid for 180 days from the last date specified for submission of bids in this Tender. The Bank holds the right to reject a bid valid for a period shorter than 180 days.
  - b) Extension of Period of Validity: - In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.
6. Submission of bids
  - a) Any vendor/service provider who is an authorised partner of the OEM, complying the eligibility criteria outlined in the TENDER shall submit the bid. The term



bidder used in this Tender refers to the entity who has submitted the bid.

- b) One bidder cannot submit more than one bid. In case more than one bid is submitted by the bidder, all the bids will be rejected.
- c) The bidder is responsible to supply licenses as per the scope of work specified in this Tender.

#### 7. Scope of work (Illustrative)

- a) The selected Bidder has to supply, manage and maintain print/image devices and all other components necessary for providing MPS services that would be necessary as per the defined requirements of the RFP.
- b) The MPS service shall include Comprehensive AMC of all the devices including core components, drums, maintenance service, spare parts, and consumables.
- c) The tenure of the contract is set for Five (5) years. Bank, however, may further extend/ reduce this contractual service at its discretion under mutually agreed terms.
- d) NABARD will provide the necessary hardware resources viz., compute, storage and network along with the stationery necessary for printing/copying. However, the necessary OS and software, compatible cartridges along with software licenses have to be provided by the bidder as part of the solution.
- e) The device should support Proximity Card Readers Access (RFID/HID) (preferred), or PIN or any similar mechanism so that only authorised users can execute print job. (Copy and Scan are allowed for all anonymous users)
- f) All the devices should support A3,A4,Legal paper formats for PRINT, SCAN and COPY.

#### 8. Present IT Setup

- a) NABARD has its Regional Office (RO) of Kerala in Punnen Road, Statue, Thiruvananthapuram. The office building has 5 wings in each floor and typically, each wing hosts a department.
- b) Presently, around 34 printers are deployed for the use of officers, employees, contractors and others in the RO departments.
- c) Most of these printers are either entry-level or medium-duty network-based printers. Each of the printer, typically caters to 6-8 users in the network pool.
- d) A few entry-level (ADF) scanners and copiers are also provided for the use of each department.
- e) Bank has a physical access control system which is enabled through a Proximity Access Card provided to the employees as Employee Identity and Access Card.

#### 9. Project Objective

To introduce a Managed Print/Image Solution as a service, with an aim to deploy, use and manage a fleet Multi-Function devices for delivering efficient print/image services in the Kerala Regional Office of the Bank.

10. The bidder must be an Indian firm/ company / organization registered under the

## Indian Companies Act

11. The bidder should be an Authorised Solution Provider of the OEM whose products are delivered and managed a part of the MPS arrangement.
12. The bidder should not have been black listed by any Public Financial Institution, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect
13. The contractors should have experience of similar works during the last 7 year (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 during last 3 years (ending 31.03.2023) with contract value (costing individually) not less than **Rs.14.07 lakh.**

OR

b) Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (ending 31.03.2023) with contract value (costing individually) not less than **Rs.8.79 lakh.**

OR

c) Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (ending 31.03.2023) with annual contract value (costing individually) not less than **Rs.7.04 lakh.**

d) The Bidders should have average Annual Turnover of **Rs.5.28 lakh** each year during the last three years ending 31 March 2022 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

e) Should have an office in Thiruvananthapuram. 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: -

f) 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 experience in providing Managed Print Services in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc. **having registered office or such similar setup in Kerala.**

g) IT returns of last three consecutive financial years –2020-21, 2021-22 & 2022-23.

h) References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.

14. Intending Bidders are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
15. 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.
16. 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.
17. 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 him will not be processed further and will be rejected.
18. Applications containing false and/or inadequate information are liable for rejection.
19. 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.
20. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Kerala Regional Office, at Punnan Road, Statue, Thiruvananthapuram – 695001.
21. Costs to be borne by Bidders  
All costs and expenses incurred by bidders in any way associated with the development, preparation and submission of responses including but not limited to the attendance at meetings, discussions, demonstrations, etc., and providing any additional information required by the Bank, shall be borne entirely and exclusively by the bidders.
22. No Legal Relationship  
No binding legal relationship shall exist between any of the bidders and NABARD until the execution of a contractual agreement.
23. Bidders obligation to inform himself/ herself  
The bidder shall conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
24. Evaluation of Offers  
Each bidder acknowledges and accepts that the Bank may, in its absolute discretion, apply selection criteria specified in the document for evaluation of proposals for shortlisting / selecting one eligible Agency.

**22. Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a cause for disqualification.

**23. Right to Alter Quantity**

The Bank may at its discretion increase the requirement up to 35% and place orders subsequently within one year of issue of Purchase Order at the same rates irrespective of the foreign exchange fluctuations/ market conditions. If the cost of software comes down at the time of placing repeat Purchase Order, the rates can be at mutual agreed rates.

**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



#### **4. INSTRUCTIONS TO THE BIDDER**

1. All the pages of the Tender Document shall be signed by the Bidder.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. EMD amount of **Rs.35,160/-** is to be remitted to GeM in their listed banks and the same will be reimbursed to the unsuccessful bidders by GeM.
4. "Retention Money Deposit" i.e. RMD of 5% of accepted value of the tender (annual charges) shall be directly credited to our current account (details given above in below) by the successful Bidder within 15 days of intimation to him of acceptance of tender. The RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
5. The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
6. The Tender / Quotation shall be submitted as per procedure of GeM as PART-I (Pre- qualification Bid) and PART-II (Financial Bid) as the case may be, should be submitted in the GeM portal.
7. Bids submitted by unauthorized agents and FAX / Posts shall not be entertained.
8. 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.
9. 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.
10. 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.
- 11. No Bidder will be allowed to withdraw his Tender during the validity period. 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.**

12. 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.

13. 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.

### **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 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.

DATE :

SEAL & SIGNATURE OF THE BIDDER

Place

## **5. Scope of Work**

4.1. The broad scope of work of Managed Print/Image Services (MPS) as a service includes:

1. Supply and management of **03 units** of medium-duty Multi-Function Devices (MFD) on per page basis (monthly rental plus per page click rate) without any volume commitment.
2. Supply and management of Remote Device Monitoring Tools and/or Print Management Software to manage the MPS solution
3. Provide Maintenance and Support Services for the proposed MPS Solution with adequate on-site support arrangement.
4. A rough estimation of the expected output volume is around 4000 pages per month per device. The Bank, however, will not consider any minimum commitment for the pages (Print/Copy) for any of these devices.

### 4.2. **Terms & Conditions**

1. The charge should include the cost of maintenance of MFDs, adequate spares, consumables (cartridge etc.) and software support for 5 years, along with SLA maintenance, remote monitoring tools and other related software costs. No separate charges other than the rental and click charges shall be quoted.
2. No charges would be paid for scanning documents using the devices.
3. All the MFDs should be supplied, installed and commissioned in the Kerala Regional office of NABARD at Punnen Road, Statue, Thiruvananthapuram. The placement of the devices and its movement should be carried out in consultation with the Bank's team.
4. All out put like prints, scan, copy & fax should be clean & clear and the vendor shall guarantee /maintain acceptable level of print / copy quality at throughout contractual period.
5. Only new devices should be provided during initial supply and refresh supply.
6. All devices supplied should be of the same brand, preferably of the same make and model for efficient management of the devices.
7. All devices provided should be commercially available in India with minimum 3 year product support from OEM as on the date of supply.
8. All devices provided should comply with the minimum configuration indicated in the tender.
9. A managed service support should be provided for a minimum of 5 years for all the devices which includes installation, configuration of devices, maintenance, setting up of servers & software tools, integration with AD, configuring devices for use in User Desktops/Laptops, connecting to users, basic hands-on-training on different features, troubleshooting, technical support, supply of spares, toner Cartridges, other consumables etc.

#### 4.3. On Site Support

1. Vendor has to provide cartridge replacement or repair services on call at no extra cost to manage the Printer fleet during office hours (9:00 am to 6:00 pm) Monday to Friday.
2. Support engineer would attend the call on site same business day; for calls registered between 9:00 AM to 6:00 PM Monday to Friday. The calls should be resolved within a maximum lag of 4 hours.
3. For calls registered after 6:00 PM, support engineer would attend by 10:00 AM on the next business day.
4. There should be proper escalation matrix defined along the prescribed format given in the Annexure.
5. The vendor should facilitate the Operational Acceptance Tests which will be performed by the Bank during installation of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work.
6. All the devices supplied in a lot should be fully configured and operational for accepting it as delivered and in use.
7. The software plug-ins, updates, upgrades and security updates for these devices should be available throughout its contractual life-cycle.
8. The Service Provider should carry out a full comprehensive annual maintenance for all the devices covering the hardware, software, drivers, updates etc.

#### 4.4. Supply of Consumables

1. Only new and genuine toners certified by respective OEM should be supplied. No refills/refurbished/compatible toners are allowed. This should be ratified by the OEM. OEM should conduct quarterly survey for certification of respective toners, penalty for faulty consumable will be applicable.
2. The vendor shall be responsible for inventory management of all consumable supplies (Original Toner/Cartridge) including end-user replacement components for the devices.
3. The Service provider should keep sufficient good quality buffer stock of spares, consumables on-site to ensure continuous service and the same should be replenished.

#### 4.5. Expected Functions and Features:

1. All devices should have the following features:
  - i. Support Duplex Print
  - ii. Support A4, Legal Type Mono Prints
  - iii. Support for White or Coloured print sheets with 75 GSM or above
  - iv. Able to print at least 30 PPM.



- v. Scan with Auto-mated Document Feeder
- vi. Scan to folder from both Desktop and the device
- vii. Should have pin printing/ Access card scanner so that only authorized user can have access to his/her prints.

(Features expected from the MPS setup are given as part of the technical requirements in the tender)

2. The devices should support Proximity Access Card/PIN (Personal Identification Number) based authentication system or Pin Printing.
3. Please note that stationery for printing and copying will be provided by NABARD however software along with cartridges for the printers have to be provided by bidder and the cost of same must be included in the quote.
4. The devices should be capable of integrating with AD for authentication/authorization.
5. The solution shall facilitate users to make use of any MFDs provided as part of this service without having to configure specific device for each user.
6. The MFDs should be managed centrally using a central management system (server/system software) within the Bank's network with no content flow outside the firewall.
7. The output from the devices like prints, scan, copy & fax should be clean & clear and the vendor shall guarantee /maintain acceptable level of print/copy quality so that the documents can be retained for a long period (at least ten years).
8. The devices should have the facility to set on Normal / Best quality for the output as per the user requirements.
9. Adequate stock of Toners, spare parts and other consumables shall be maintained on-site to avoid down-time due to non-availability of these components.
10. Vendor should do preventive maintenance at regular intervals and at least once in every three months during the contractual period, preferably one in each quarter. The devices should be cleaned with appropriate cleaning agents and also by blower/ vacuum cleaner.
11. A collated reporting mechanism that provides utilization reports of this service that includes:
  - i. Service Performance
  - ii. Utilization of Devices
  - iii. Usage (User-wise Output Counts)
  - iv. Remote device monitoring
  - v. Auto-notification for toner/cartridge replacement



## **6. Service Conditions**

1. The vendor shall endeavor to maintain an uptime of 99% of all the devices under the MPS contract.
2. A device would be considered to be out of use, if :
  - i. The device is not usable by any of the users within the work-area.
  - ii. Failure or malfunction of any device and its components (including software) provided by the vendor that results in non-usability of the devices
4. Commencement of the service contract will be from date of satisfactory commissioning of the MFDs i.e., after the receipt of Certification of Satisfactory Installation and Commissioning of MFDs by User Department/s.
5. Response: All support (break-fix) incidents should be responded within 8 hours failing which Bank would deduct penalty in multiple of Rs. 100/-per day up to a maximum of RS.2400/- (ie., 12 business days) for each such incident.
6. Resolution: All support requests/ complaints should be resolved within 8 business hours of incident reporting beyond which a penalty of Rs. 100/-per day up to a maximum of Rs.3200/- (ie., 16 business days) will be applied for each such incident. This penalty will not be applicable if a backup device is provided as a replacement.
7. For the purposes of calculating the uptime, the working hours from 9.00 a.m. to 6:00 p.m. Monday to Friday except general and public holidays shall be taken into consideration.
8. For any device related complaint that could not be resolved within 3 business days, a stand-by device of similar configuration should be provided on-site failing which a penalty of Rs. 100 per business day will be applied for each such incident.
9. Non-replacement of toner and other consumables within 4 business hours will attract penalty of Rs.100.00 per business day to the maximum of Rs. 3000/-.
10. A minimum of 5 Toner Cartridges should be kept as a spare for immediate replacement.
11. If the issue/ complaint is not resolved even after 15 days and no standby machine provided by the vendor , then the Bank has option of early termination of contract for that specific device without any obligation by giving one-month notice.
12. Penalty is not applicable to such service calls where standby has been provided by the Vendor within stipulated time frame.
13. Detailed SLA would be entered with the selected bidder at a later date as per the tender.
14. Exit Management Scope  
In the event of termination or expiry of contract, the vendor shall be responsible for the following transition activities to be completed over a transition period of 3 months (within the contract period). These activities shall also be applicable in case of reduction in scope of services if applicable.
15. Change Management Scope



1. A scope to add up-to 25% of devices within two years from the commencement of the service at the same rates shall be available for the Bank to avail at its discretion.
2. Any change/addition/deletion in scope shall be mutually agreed between the Bank and the vendor.

#### 16. Implementation Timelines and Deliverables

The implementation should be taken in a phased manner and it is expected to be undertaken within 10 days of the issue of Purchase Order.

#### 17. Other Important Points

1. The MFDs System Console should provide a dashboard and reports. Dashboard Reports should be capable of generating MIS reports (few examples mentioned below) on following criteria:
  - i. Print Summary
  - ii. Paper Summary
  - iii. Most Used Printers
  - iv. Least Used Printers
  - v. Top Users
  - vi. No of Copy & Scan (Count of Copier & Scanner)
  - vii. User-wise/printer wise reporting
2. The print manage software should help the Bank printing operations to consolidate the tracking of equipment/devices & cost management. It should also help to forecast the future demand & supply.
3. All the reports must be made available to the Bank, as and when the report is generated or as and when asked by the competent authority.
4. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.

## **7. GENERAL INSTRUCTIONS TO THE CONTRACTORS** **AND GENERAL CONDITIONS OF CONTRACT**

1. Bidders are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted Rental Charges and click rate should be workable and reasonable and should include the following
  - a) Incidental and all overheads and profits.
  - b) Quoted rates 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) Cost of Tools and Machinery  
The contractor would be required to furnish an analysis for scrutiny of the quoted rates, as and when called for, by NABARD.
3. 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.
4. Negligence of the Contractor or his agents and / or his employees or workforce.
5. 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.
6. **The contractor shall supply and install product and provide necessary services as indicated in Tender to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.**
7. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
8. 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.
9. The Contractor or his authorised representative should visit the site frequently as



required by NABARD and meet Officials for any clarifications and to receive instructions.

10. 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.
11. 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.
12. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
13. 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.
14. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed for services by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
15. 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.
16. 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.

#### **17. EXIT:**

- i) First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 days, to improve his services. If the contractor fails to





improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

- ii) The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

18. NABARD will not be responsible for contractor's materials.

19. The contractor shall provide everything necessary for the proper execution of the contract.

20. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

21. No advance payment shall be made.

22. **VALIDITY OF TENDER:** 180 Days from the date of opening of the Tenders.

23. 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 bill amount as it may deem fit.

24. 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.

25. The **contract shall be valid up to five years i.e, 31 August 2028**. 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.

- (i) **Forfeiture clause:** In case of negligence/derelection 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.
- (ii) 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.

26. The property shall be handed over to contractor for AMC on as-is-where-is basis.

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

DATE:  
PLACE:  
ADDRES

Signature of the Bidder  
**NAME AND SEAL**

### **8. Service Level agreement**

**THIS AGREEMENT** is made at Thiruvananthapuram on this ..... day of .....2023  
**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 under .....Act, ..... or R/o, and having its (place of business or Office) at .....hereinafter 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 **Annual Maintenance Contract for Plumbing cum masonry works at NABARD Staff Quarters, Poojappura, Thiruvanthapuram** 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.

23. The Buyer 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: (a) Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3, Sideshwar Sahi Cuttack city, Cuttack district, Odisha-753008 (email id: [sanjaypandaias@gmail.com](mailto:sanjaypandaias@gmail.com)), Mob:8527661800 **OR** (b) 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: [jkghai@gmail.com](mailto:jkghai@gmail.com)), Mob:9869422244

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

### **9. Letter of Indemnity and Undertaking**

(To be submitted by the successful bidder)

To  
The Chief General Manager,  
National Bank for Agriculture and Rural Development  
Kerala Regional Office,  
Punnan 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 Plumbing cum masonry Services 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

### **10.PREAMBLE TO SCHEDULE OF QUANTITIES**

The **"Tender for providing Managed Print Service (MPS) under buyback arrangement "as in where in basis" at NABARD Kerala Regional Office, Thiruvananthapuram."**

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

### **11. 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 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/derelection 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.
5. **Response:** All support (break-fix) incidents should be responded within 8 hours failing which Bank would deduct penalty in multiple of Rs. 100/-per day up to a maximum of RS.2400/- (ie., 12 business days) for each such incident.
6. **Resolution:** All support requests/ complaints should be resolved within 8 business hours of incident reporting beyond which a penalty of Rs. 100/-per day up to a maximum of Rs.3200/- (ie., 16 business days) will be applied for each such incident. This penalty will not be applicable if a backup device is provided as a replacement.
7. For the purposes of calculating the uptime, the working hours from 9.00 a.m. to 6:00 p.m. Monday to Friday except general and public holidays shall be taken into consideration.
8. For any device related complaint that could not be resolved within 3 business days, a stand-by device of similar configuration should be provided on-site failing which a penalty of Rs. 100 per business day will be applied for each such incident.
9. Non-replacement of toner and other consumables within 4 business hours will attract penalty of Rs.100.00 per business day to the maximum of Rs. 3000/-.
10. A minimum of 5 Toner Cartridges should be kept as a spare for immediate replacement.



11. If the issue/ complaint is not resolved even after 15 days and no standby machine provided by the vendor , then the Bank has option of early termination of contract for that specific device without any obligation by giving one-month notice.
12. Penalty is not applicable to such service calls where standby has been provided by the Vendor within stipulated time frame.
13. Total of such penalties shall not exceed 20% of the total amount payable for the month.
14. Periodic Review Process
15. This SLA is an operational document and will be periodically reviewed and changed when the following events occur:
  - The environment has changed
  - The customer's expectations or needs have changed
  - Workloads have changed
  - Better metrics, measurement tools and processes have evolved
16. The SLA will be reviewed at a minimum once per fiscal year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

### **Exclusions**

1. The Parties agree that the Support services will be provided only on the OEM Licensed products and services thereof and Vendor shall not support software that is altered or modified independently by NABARD, or any combination of any with other services, which are not covered under the SLA Agreement.
2. Support by Vendor shall not include, by default but may provide at additional cost, if solicited by Bank
  - a) the restoration of any service that has been lost due to the failure of NABARD
  - b) the correction of any error, malfunction or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Vendor.
  - c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.
  - d) the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

### **Support by NABARD**

Vendor's provision of Support to NABARD is subject to the following terms and conditions:

- a) NABARD shall provide supervision, control and management of the use of the Services. In addition, NABARD shall implement procedures for the protection of information and the implementation of procedures in the event of errors or malfunction of the equipment.
- b) NABARD shall document and promptly report all detected errors or malfunctions of the software to Vendor. NABARD shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Vendor.
- c) NABARD shall adhere to the terms and conditions of the License Agreement.
- d) NABARD shall not permit or authorize anyone to provide any maintenance and troubleshooting services without the consent of the original Vendor during the currency of this contract.
- e) NABARD shall appoint one individual who is knowledgeable in the IT operations to serve as primary contact between NABARD and Vendor regarding the registry and report of Support Calls. The names of the said person shall be promptly intimated to Vendor. All of NABARD's Support inquiries shall be initialized through these contacts.
- f) NABARD shall annually review the financial and operational condition of the service provider to assess its ability to continue to meet outsourcing obligations.

### **Additional Services**

Bank regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the network setup. If any security updates are identified to be enforced, the same may be configured/installed/enforced in the MFDs and the overall MPS setup to secure the data and systems. The Vendor shall pursue with the OEM to make suitable changes as per the recommendations emerging from VAPT's emerging within the contract period. The vulnerabilities so identified may be fixed by the vendor within a reasonable time period.

### **Intellectual Property and Confidentiality**

- a) All data captured and reported by Vendor to the Bank in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Vendor without written consent of Bank. Likewise, any information provided by Bank in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured

and supplied to Bank) should be returned back to the other party. Likewise, the data captured by Vendor and retained by Vendor is purely for providing service and based on the agreement entered into with the Bank. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Vendor will be property of the Bank. The Provision of Confidential Information shall survive termination or expiration on this agreement.

- b) Vendor shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD's information and data in its possession and to prevent unauthorized access thereto or use thereof.
- c) Bank or its affiliates will not use any available decoder for decoding the .exe file for the mobile application shared by Vendor and use the software code thus obtained for any purpose.

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

DATE:  
PLACE:

Signature of the Bidder  
**NAME AND SEAL**

## **12.Non-Blacklisting Declaration (On the Organisation's letter head)**

### **Part A. In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list declared by any Bank, Financial Institution, Govt.'s Vendor Black List except as indicated below:

(Here give particulars of blacklisting and in absence thereof state "NIL")

### **Part B. In the case of a Partnership Firm:**

We hereby declare that neither we, M/s. , submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist declared by any Bank, Financial Institution, Govt's Vendor Black List, except as indicated below

(Here give particulars of blacklisting and in the absence thereof state "NIL")

### **Part C. In the case of Company:**

We hereby declare that we have not been placed on any black list declared by declared by any Bank, Financial Institution, Govt's Vendor Black List, except as indicated below: (Here give particulars of black listing and in the absence thereof state "NIL")

It is also understood that if this declaration is found to be false in any particular, NABARD shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place: Signature of Bidder:

Date: Name of Signatory:



### 13. Technical Bid Form

#### Technical Specifications

All the technical specifications provided below are mandatory and the bidder has to comply with all of them . Non-compliance to one or more clauses below shall lead to disqualification of the bid.

#### A. Hardware Device and Components

Make and Model :

**Part Number, if any:**

Sn	Features	Minimum Specifications	Indicate Specifications of the proposed model	Compliance (Yes/No)	Remarks
1.	<b>Functions</b>	Print, Copy, Scan (fax, wireless optional)			
2.	Duplex Print Options	Duplex Automatic (standard) with Document Feeder			
3.	Print speed	Black (A4/Letter, Normal) : 30 ppm or more			
4.	First page out	Black (A4/Letter) : 12 sec or less			
5.	Print technology	Laser			
6.	Print resolution	Black(Best): 1200 x 1200 dpi; Black (normal): 600 x 600 dpi Or more			
7.	Standard print languages	PCL 6, HP PCL 5c, HP Postscript level 3 emulation, PDF (v 1.5 or more)			





8.	Printer Management	Support Managed Printing Administration through central server/other mechanism			
9.	Scan speed	Normal, A4: 40 ppm (B&W, Color) Or more			
10.	Scan resolution	Normal: 300 x 300 dpi Or more			
11.	Send/Store Options	Scan to E-mail; Save-to-Network Folder; User Address Book(optional)			
12.	Scan input modes	From the panel and also from the desktop application			
13.	Scan file format	PDF, JPEG, TIFF, XPS, PDF/A			
14.	Copy speed	Black (A4, normal): 20 cpm; Black Or more Duplex (A4): 16 cpm;			
15.	Copy resolution	Black (text and graphics): 300 x 300 dpi			
16.	Max. number of copies	500 Copies			
17.	Copier resize	25 to 400%			
18.	Copier settings	Two-sided copying; scalability; image adjustments (darkness, contrast, background cleanup, sharpness); Content orientation; collation; booklet; job build; job Storage; watermark; book mode scans;			



		erase edges; automatically detect color/mono;			
19.	Standard connectivity	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network;			
20.	Network capabilities	Standard (built-in Gigabit 10/100/1000T Ethernet)			
21.	Wireless capability	Support Wireless Connectivity to print from Laptops			
22.	<b>Supported network protocols</b>	IPv4/IPv6, DHCPv6, ICMPv6; Telnet ,SNMPv1/v2c/v3, HTTP, HTTPS, FTP, TFTP, Port 9100			
23.	<b>Duty Cycle (monthly)</b>	50000 Or more			
24.	Input	100-sheet multi-purpose tray, 2 x 500-  Or more sheet input tray, 100 sheet ADF;			
25.	Compatible operating systems	The device should support usage from the following end-user desktop OS (until the EOL of the OS): Windows 8.1,			
26.	Secure Print	The device should support Proximity Card Readers Access (RFID/HID) (preferred), or PIN or any similar mechanism so that only authorised users can execute print job. (Copy and Scan are allowed for all anonymous users)			
27.	Print on Demand	A built-in security feature for holding			



		prints until the relevant user identifies using a Access Card /PIN.			
28.	Delete Print Job	A facility to delete the print-job by the user from the device and also a feature to delete un-collected print-jobs after a defined time period.			
29.	Encryption of Stored Data	Should support 128bit AES encryption or above for storing the data within the device			
30.	<b>Power Utility Compliance</b>	Comply with ENERGY STAR - TEC (Typical Electricity Consumption) ratings in their class			
31.	<b>Safety approvals and requirements</b>	IEC 60950-1:2005 +A1:2009 +A2:2013 (International); EN 60825-1:2014 / IEC 60825-1:2014 (Class 1 Laser Product); Low Voltage Directive 2014/35/EU with CE Mark (Europe); Compliance with Laser safety standards. Safety approvals as required in India			

Note:

- i. Only one specific model should be proposed that complies with all the parameters indicated above.
- ii. The specification details of the model have to be indicated against each of the parameters (wherever applicable)



## B. Software Components

**Name of the Control System Software:**

**Part Number (if any) :**

S n	Features	Minimum Specifications	Indicate Specification s of the proposed model	Compliance (Yes/No)	Remarks
	<b>Features</b>				
1	Secure Pull Printing	Enable users to send a print job to the network, and then release and retrieve it from any solution-enabled device			
2	Secure Authentication	Authentication through AD, LDAP and enabled for use by providing Access Card <b>or</b> PIN (Personal Identification Number)			
3	Print Data Loss Prevention	Facility to protect intentional or unintentional data breaches by preventing printing of sensitive or confidential documents in real time.	(Optional)		
4	Print Spooler Support	Support print Queue to conserve resources			
5	Reporting Feature	Print Summary; Paper Summary; Most or least Used Printers; Top Users; No of Copy & Scan (Count of Copier & Scanner); User-wise/printer wise reporting etc.			

**Bill of Material:** Detailed Bill of Material indicating the version and part number of software to be tabulated as a part of the technical bid. Authorised Signatory of the Bidder with Seal

Date:

Place:

**14. Bank Mandate Form (To be submitted in Duplicate)**

1	Name of Bidder			
2	Address of the Bidder			
	City		E-mail id	
	Pin Code		Mobile:No.	
	Phone No. with STD code			
3	Permanent Account Number of Company			
4	GST Number			
5	MSE Registration / CA Certificate 3 (if applicable)			

Particulars of Bank account:

Bidder Name in Bank Account																					
Bank Name						Branch Name															
Branch Place						Branch City															
PIN Code						Branch Code															
MICR No.																					
Account type	Saving					Current					Cash Credit										
Account No. <b>as appearing in the Cheque book)</b>																					
<b>Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number</b>																					
IFSC CODE	For RTGS transfer										For NEFT transfer										

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold NABARD responsible. I also undertake to advise any change in the



particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

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

Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp

(Signature of the Authorized Official from the  
Bank's) Date :

### **15. Service Support Form**

Bidder's representative of local office at Thiruvananthapuram, Kerala will be the contact point for the Bank. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. Please Refer to Eligibility Criteria:

Bidder's Mumbai Office details.

(For single point of contact from Corporate Office for any issues on delivery, service support etc.)

Sr. No.	Contact person	Designation	Mobile No	Address
1				
2...				

**16. List of Multi-Function Devices available for Buyback**  
(On as-is-where-is basis)

Sr. No.	Product	Make	Model	Serial No
1	Multi Function Printer	Canon	Image Runner 2422L	HWB05190
2	Multi Function Printer	Canon	Image Runner 2422L	HWB03724
3	Multi Function Printer	Sharp	AR5320NSI	8303691X

Please note that MFD (Printers) are more than 10 years old.



### **17.FINANCIAL BID: (To to be filled)**

Calculation sheet for providing Managed Print Service (MPS) under buyback arrangement “as in where in basis” at NABARD Kerala Regional Office, Thiruvananthapuram.

Sr.no	Component	Offered Rate by Bidder (To be filled by Bidder)	No of devices	No. of Months	Amount (Rs.)
	MFD Make and Model: XXXXX				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E=( B X C X D)</b>
1	Rental Cost (per unit/ month)	.....	3	60	.....
2	Per page rate (Avg. 4000 pages per month per device)	.....	3	60	.....
3	Buyback	.....	3	NA	.....
4	Grand Total	Serial No. (1 + 2 – 3)			.....
5	Grand Total (In Words)				

**Note 1: - Rates shall be quoted as “for providing Managed Print Service (MPS) under buyback arrangement “as in where in basis” at NABARD Kerala Regional Office, Thiruvananthapuram.**

**Note 2: -**

- i. 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.
- ii. 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 following methodology will be used to find the lowest commercials offered by the bidder
  1.  $(\text{Rental Cost}) \times (\text{number of devices } 3) \times (\text{number of months } 60) = (a)$
  2.  $(\text{Click rate}) \times (\text{number of devices } 3) \times (\text{number of assumed pages } 4000) \times (\text{number of months } 60) = (b)$
  3.  $(\text{Buyback Cost}) \times (\text{number of devices } 3) = (c)$

**Total = (a) + (b) – (c)**

The bidder who has offered the services 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.

**Date:**

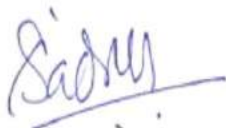
**Signature of the Bidder with seal**

**Place:**



### Undertaking

We certify that the procurement for Managed Print Service (MPS) under buyback arrangement "as in where in basis" at NABARD Kerala Regional Office, Thiruvananthapuram, is not feasible from the items/catalogues or services available on GeM.



(Sajeev S)

Deputy General Manager

31.07.2023

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