



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Head Office
Mumbai**

**Tender Document for Supply, Installation, Testing, Commissioning of 95
Desktop PCs.**

This Document contains 36 pages

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD)
Head Office, Mumbai invites sealed offers from established Vendors/Bidders for
supply, Installation, Testing, Commissioning of above Computer Hardware at its
various Departments.

The TENDER document can be downloaded from NABARD's website
www.nabard.org.

National Bank for Agriculture and Rural Development, H.O. Mumbai

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NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Head Office

Mumbai

Tender Document for Supply, Installation, Testing, Commissioning of 95 Desktop PCs.

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD) Head Office, Mumbai invites sealed offers from established Vendors/Bidders for supply, Installation, Testing, Commissioning of above Desktop Personal Computer at its various Departments.

The TENDER document can be downloaded from NABARD's website www.nabard.org

Technical Proposal

- a) Date of Tender : 4th June 2018
b) Time and last date for submission of Tender : 1500 hrs on 25th June 2018
c) Bid Security Value/EMD : Rs.1,00,000/-
d) Fee for Tender document (non-Refundable) : Rs.1000/-
f) Time and date of opening of Bids/Tenders : 1530 hrs on 25th June 2018
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Tender No NB.DIT/277/ DIT-010-02 {DIT-11(H/W-II.O.)}/2018-19
4th June 2018

NOTICE INVITING TENDER

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

NABARD, Head Office, Mumbai intends to invite sealed Tenders for supply, installation, testing & commissioning of Desktop Personal Computers for its various departments located at Mumbai.

Tender document may be downloaded from NABARD's website: www.nabard.org. In case of the downloaded tender document, the tenderer should submit the tender document along with DD of Rs.1000/- drawn in favour of NABARD and payable at Mumbai. The tender is liable to be rejected if not accompanied with this amount.

Two Part Offer: -

The offer will have to be submitted in two parts; Technical Offer (TO) & Commercial Offer (CO). Technical offer must be submitted in sealed cover, giving full particulars, addressed to **The Chief General Manager, Department of Information Technology, National Bank for Agriculture and Rural Development, 5th Floor, 'C' Wing, Plot No C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.** Each page of the quotation document must be signed with proper seal of Vendor/Bidder.

The envelope containing Technical Offer should be duly super-scribed "**Technical Offer for supply, installation, testing & commissioning of Desktop Personal Computers at various Departments of NABARD, Head Office, Mumbai**".

Envelope No.1 (Technical Offer)

Technical Bid should contain the following: -

- i. Tender document cost of Rs.1000/- by means of DD payable at Mumbai.
- ii. Earnest Money Deposit specified herein below.
- iii. Part - I of the Tender - A copy of 'Proposal' document including Schedules and Annexures duly signed by authorized signatory of the Vendor/Bidder on each page.
- iv. Vendor/Bidder's letter giving technical clarifications (if any).
- v. An Undertaking by the Authorized Signatory of the Vendor/Bidder, on the letter head of the Vendor/Bidder stating that the Vendor/Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice.
- vi. Any other information called which the Vendor/Bidder would like to submit along with his 'Quotation'.
- vii. Manufacturer's Authorization Form (MAF) as per proforma given in Part I - schedule 7 of the Tender.

- viii. Organizational / Financial Profile as per proforma given in Part I - Schedule 5 of the Tender.
- ix. Statement showing implementation experience details.
- x. **It should be specifically noted that the contents of Technical offer must not reveal commercials.**

Envelope No. 2 (Commercial offer)

Price Bid should contain the following: -

- i. Prices in Indian Rupees only with detailed break-up of prices as per Schedule I part II in figures.
- ii. The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items therein as per Schedule 1 of Part II.
- iii. The Commercial Offer should be in conformity with the terms indicated in paragraph 2.13 i.e. Price Composition.
- iv. The Commercial Offer should not contradict the Technical offer in any manner.


1.2 Opening of 'Quotation'

The Envelopes No.1 & No. 2 containing the Technical Bid & the Commercial Bid will be opened at 1530 hours on 25th June 2018. The Bids will be opened at this Office in the presence of Chief General Manager, Department of Information Technology, National Bank for Agriculture and Rural Development, NABARD, Head office, Mumbai or any other officer designated for the purpose by him and will be opened in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening.

Address for Communication: -

**The Chief General Manager
Department of Information Technology
National Bank for Agriculture & Rural Development
5th Floor, 'C' Wing, Plot No C-24, 'G' Block
Bandra-Kurla Complex, Bandra (East)
Mumbai-400 051.**

**Contact Tel No. – 022-26539513, 26539799, Fax No. 022-26530087
E-mail:- dit@nabard.org**


{H S Singh}
Chief General Manager

2. Terms and Conditions

2.0 Scope of work:

The successful bidder needs to provide the following elements: -

2.0.1 Supply:

- a) License for all the Hardware, Software Components (wherever applicable).
- b) Manuals of the Hardware and Software (wherever applicable).
- c) Media in the form of CD, DVD etc. (wherever applicable).

2.0.2 Installation:

Installation, Commissioning & Configuration of the supplied equipment/Software's in various departments at NABARD's Head office at Mumbai.

2.0.3 Warranty support:

The successful bidder has to provide Comprehensive Post-installation warranty support for all the hardware, software, Installed & commissioned by him, for a period of 1 **(one) year, on site**. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

2.1 Conditions of the TENDER:

- 2.1.1 Specific authorization from the original manufacturer of the Hardware and Software (wherever applicable) would be required for this tender.
- 2.1.2 Complete specifications of all the products and services recommended in the proposal inclusive of make/manufacturer/ developer shall have to be provided along with the technical bid.
- 2.1.3 The bidder has to submit supporting documents along with the Technical bid that the bidder is authorized to bid the Hardware and Software (wherever applicable) [which are not his products] recommended by him in the proposal.
- 2.1.4 Submission of proposal in response to the Tender enquiry does not bind NABARD to award a purchase order for any service or product. NABARD would only deal with the successful bidder in matters related to Technical, Commercial and Legal aspects.
- 2.1.5 NABARD reserves the right to reject any particular bid or all the bids without assigning any reason whatsoever. Failure to select a bidder by NABARD shall not make NABARD liable to pay claim.
- 2.1.6 The bidder acknowledges the responsibility to respond promptly in contract with NABARD by submitting the proposal against this Tender enquiry. Failure to do so shall relieve NABARD of any contractual obligation to the bidder and NABARD reserves the right to select any other bidder for the awarded work.

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

2.2 Eligibility Criterion:

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

- 2.2.1 The product offered should comply with the certifications indicated in detailed specifications of the hardware/software. The bidder should submit supporting documents along with the Technical Offer.
- 2.2.2 The bidder should be direct channel partner of the OEM, preferably highest level channel partner and should be the one-point contact for the entire project.
- 2.2.3 The bidder should provide proper authentication from the manufacturer/OEM as per the proforma given in Part I schedule 7 of the Tender. Offers without proper authentication from the manufacturer/OEM shall be treated as incomplete and shall be rejected.
- 2.2.4 The bidder should submit the valid Trade License Certificate along with the Technical Offer (if any).

- 2.2.5 The bidder should have a dedicated comprehensive support service centre at Mumbai.
- 2.2.6 The bidder should produce document in support of having experience in System Integration or similar kind of work.
- 2.2.7 The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.
- 2.2.8 The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part of Technical Offer.
- 2.2.9 The Vendor/Bidder should submit its Organizational / Financial profile in the proforma detailed in Part 1 - Schedule 5 as a part of Technical Offer. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Offer.
- 2.2.10 The vendor/bidder should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than **30% of the estimated cost** of the tender **excluding taxes**. Details of the same are to be provided. This should be individual company's turn over and net profit and not that of group of companies. Supporting documents in this regard should be provided as a part of Technical offer.
- 2.2.11 The vendor/Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document.

2.3 Installation / Implementation Experience:

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

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

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

2.4 Validity period of the TENDER:

- a) The quotation shall remain open for acceptance by NABARD for a **period of 60 days from the date of opening of Technical Offer**. The period may be extended by mutual agreement and the Vendor/Bidder shall not cancel or withdraw the 'quotation' during this period.
- b) The Vendor/Bidder must use only the formats prescribed in "Tender Document" to fill in the quotation.
- c) The 'Quotation' must be filled in English and the amounts should be both in figures and words. If any of the documents is missing or unsigned, the 'Quotation' will be considered invalid and rejected by NABARD at its discretion.

- d) All erasures and alterations made while filling the 'Quotation' must be attested by initials of the Vendor/Bidder. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the 'Quotation' invalid at NABARD's discretion. No advice of any change in rate or conditions after the opening of the 'Quotation' will be entertained.

2.5 Signatory:

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

2.6 Opening of Quotation

Part I of the quotation i.e. Technical Bids will be opened at 1530 hours on 22nd June 2018 at DIT, NABARD, Head Office in the presence of the Vendors/Bidders who choose to remain present. The PART-II shall be opened immediately thereafter.

2.7 Earnest Money Deposit (EMD)

The Vendor/Bidder shall furnish an EMD for an amount of Rs.1,00,000/- (Rupees One Lakh only) in the form of Demand Draft drawn in favour of National Bank for Agriculture and Rural Development, payable/enforceable at Mumbai.

The EMD should form part of the Quotation Documents (Technical Offer - [Part I]) submitted by the Vendor/Bidder. Failure to comply with this condition viz., submission of Bid Security of Rs.1,00,000/- (Rupees One Lakh only) shall result in summary rejection of the Quotation/Bid.

The EMD of unsuccessful Vendors/Bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. No interest is payable on this amount.

The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hard Ware only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is payable on this amount.

The EMD shall be forfeited:

- i. If a Vendor/Bidder withdraws his offer during the period of validity of the bid.
- ii. If the successful Vendor/Bidder fails to execute the project satisfactorily within the stipulated time schedule.

NABARD's decision in the above cases will be final.

2.8 Bid Price

The Tender document may be downloaded from NABARD's website and used for submission. However, the cost of the Tender i.e., Rs.1000/- (Rupees One thousand only) (non-refundable) should be paid by way of Demand Draft drawn in favour of National Bank for Agriculture and Rural Development, payable at Mumbai, while submitting the Quotation to NABARD. The above Demand Draft should be handed over to NABARD authorities in a separate envelope. The envelope should be duly superscribed as "**Cost of TENDER of**

Rs.1000/- (Rupees One thousand only) paid through Demand Draft No _____ dated _____)”.

2.9 Warranty period:

During the warranty period Vendor/Bidder shall provide on-site free maintenance services for trouble shooting of hardware and related software problems and replacement of parts free of charge. In addition to this, the Vendor/Bidder shall update/upgrade the Software and also provide any new versions released as part of warranty.

2.10 Performance:

2.10.1 Response Time to errors:

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

2.10.2 Spare parts:

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

2.11 Indemnity:

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

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

The Bidder shall further indemnify NABARD against any loss or damage to NABARD's premises or property, NABARD's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. **The successful Vendor/Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format (Part I – Schedule 3) within 15(fifteen) days of commissioning of systems/equipments.**

2.12 Performance Bank Guarantee

The successful Bidder shall, at his own expense, deposit with the Chief General Manager, DIT, NABARD, Head Office, Mumbai within 10 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of Part 1 - Schedule 4 for an amount equivalent to 10% of the of the total order value of hardware and software in lieu of Retention Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hard Ware only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is payable on such amount.

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

Without prejudice to the other rights of NABARD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the warranty period of 1 (one) year after due performance of the obligations of the Bidder under the contract.

Failure of the successful Bidder/Vendor to enter into contract within 10 days or within such extended period, as may be specified by the Chief General Manager, DIT, NABARD, Mumbai shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.

2.13 Price Composition:

The price offered to NABARD must be in Indian Rupees, inclusive of all taxes and duties such as GST, etc. and packing forwarding, import and custom clearance, transportation, Insurance till delivery at various departments of NABARD, Head Office, Mumbai, cost of installation commissioning and comprehensive on-site maintenance services under warranty.

Octroi /Entry tax, if applicable, will be reimbursed by NABARD as per actuals on production of original payment receipt.

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

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

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

2.14 No Price Variations

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc.

However, if there is any reduction on account of government taxes, duties, local levies, etc. during the offer validity period, the same shall be passed on to NABARD.

2.15 Import Obligations:

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

2.16 Terms of Payment

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

2.16.1 Supply of Hardware & Software Components:

90% of the total cost of Hardware & Software Components shall be paid on supply and installation of the listed Hardware & Software Components and on submission of the Machine Installation Report (MIR) issued by the competent authority of NABARD.

2.16.2 Balance Payment:

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

2.17 Term of execution of work:

The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of Hardware/Software shall be **four weeks** from the date of the work order. Time shall be the essence of the contract.

2.18 Timely completion and Liquidated Damages:

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

2.19 Agreement:

The issue of letter of award of work by NABARD shall be construed as a binding contract.

2.20 Confidentiality:

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

The Bidder/Vendor shall ensure that complete confidentiality is maintained by them and all its personnel, with regard to all information relating to NABARD. Unless required under law, Bidder/Vendor assures NABARD that neither Bidder/Vendor nor any of its personnel shall at any time divulge, disclose or make known to any third parties any business process or date, trust, accounts, matters or transactions whatsoever pertaining to NABARD.

2.21 Settlement of disputes by Arbitration:

a) The bid and any contract resulting there from shall be governed by and construed according to the Indian Laws.

b) All settlement of disputes or differences whatsoever, arising between NABARD and the Bidder out of or in connection to the construction, meaning and operation or effect of this bid or in the discharge of any obligation arising under this bid whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between the NABARD's representative and the Bidder's representative.

c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Bidder a panel of five names of persons who shall be presently unconnected with NABARD or the Bidder. The Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall there upon without delay appoint the said person as the sole arbitrator. If the Bidder fails to select the person as sole arbitrator within 30 days of receipt of the notice from panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever; another person shall be appointed by NABARD from the above list of persons.

d) The venue of the arbitration shall be at Mumbai and the language of arbitration shall be English.

e) The award of Arbitration shall be final and binding on both the parties.

Work under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by NABARD to the Bidder shall be withheld on account of the ongoing arbitration proceedings. If any, unless it is the subject matter, or one of the subject matters thereof.

2.22 Order cancellation

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

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

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

2.23 Right to Accept or Reject the Quotation

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

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

2.24 Right to alter quantities

NABARD reserves the right to alter quantities to be purchased on the same terms and conditions.

2.25 Force Majeure

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

2.25.2 For the purpose of this clause. "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

2.25.3 In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

2.25.4 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

2.25.5 Notwithstanding above, the decision of NABARD shall be final and binding on the Bidder.

2.26 Evaluation Process

Only Quotations received on or before the stipulated date and time for responding to the Tender will be considered for further evaluation. The evaluation process will include:-

- a) Evaluation of Tender response (this may include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.)
- b) The final decision regarding selection of Vendor/Bidder will be taken by NABARD after technical as well as commercial bid preferred by the bidders. The implementation of the project will commence upon successful negotiation of a contract between NABARD and the selected Vendor/Bidder. NABARD reserves the right to reject any or all proposals fully or partially.
- c) Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.
- d) Vendor/Bidder will submit a certificate as detailed in Part I Schedule 1, on the letterhead and duly signed by Authorized signatory. This certificate will also form part of Technical Offer.

2.27 Pre-Contract Integrity Pact

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay,

offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Schedule No 8 of Part I. **The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the tender document.**

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities. A format for the complaint to be recorded is enclosed to the proforma of the Integrity Pact.

Part- I

Schedule 1

(Letter to NABARD on Vendor/Bidder's letterhead. It may be ensured that Part I and Schedule 1 indicated above does not appear on the letterhead)

The Chief General Manager,
Department of Information Technology,
National Bank for Agriculture & Rural Development,
5th Floor, 'C' Wing, Plot No C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East),
Mumbai-400 051.

Dear Sir,

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Desktop Personal Computers for various departments at NABARD's Head Office at Mumbai

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

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

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

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Part- I

Schedule 2

Backup Commitment from the Manufacturer for System Maintenance
(on Manufacturer's letterhead)

The Chief General Manager
Department of Information Technology
National Bank for Agriculture & Rural Development
5th Floor, 'C' Wing, Plot No C-24, 'G' Block
Bandra-Kurla Complex, Bandra (East)
Mumbai-400 051.

Dear Sir,

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Desktop Personal Computers for various departments at NABARD's Head Office at Mumbai

We hereby confirm that in the unlikely event of M/s. _____ failing to fulfill their obligations with respect to all-inclusive maintenance service contract for _____ products to be installed in your premises, we undertake to render these services directly (or through another reputed System Integrator) to you at the same terms and conditions as Proposed by M/s. _____. This assurance will be valid for a minimum period of three years after handing over of the installation and for a further period as may be decided on the basis of a joint review after expiry of three years.

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

Yours faithfully

For

(Name & Designation)

National Bank for Agriculture and Rural Development, H.O. Mumbai
Part III

Schedule 3

(Letter of Indemnity and Undertaking)

(To be stamped on Rs.500/- stamp paper)

The Chief General Manager
Department of Information Technology
National Bank for Agriculture & Rural Development
5th Floor, 'C' Wing, Plot No C-24, 'G' Block
Bandra-Kurla Complex, Bandra (East)
Mumbai-400 051.

Dear Sir

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Desktop Personal Computers for various departments at NABARD's Head Office at Mumbai

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said _____ limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said Desktop PCs 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 Desktop PCs”

We the said _____ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers or servants or agents and other authorized persons against any third party claims in respect of any damages or

compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s) , employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

Yours faithfully

(Name and Designation) of
Authorized Official

Signed and delivered by

The within named _____

In the presence of _____

(i) Witness*

(ii) Witness*

* Should contain Signature with date, Name & Designation, Address and Contact Nos.

National Bank for Agriculture and Rural Development, H.O. Mumbai

Part-I

Schedule 4

PERFORMANCE BANK GUARANTEE FORMAT
(on Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at _____ on this day of _____
BY Bank, a Banking Company constituted under
_____ Act having its Branch Office at

_____ (hereinafter referred to as "**Bank**" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No C-24, 'G' Block Bandra-Kurla Complex, Bandra (East), **Mumbai-400051**. (Hereinafter referred to as "**NABARD/Purchaser**" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) NABARD is desirous of installing and commissioning Desktop PCs at its various departments at its Head Office in Mumbai (hereinafter referred to as "**said works**") and has requested _____ a _____ registered/established/constituted under/by

_____ Act having its Head Office at _____ (hereinafter referred to as "**Contractor**" which expression shall, unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

2. The Contractor has submitted his Bid/tender to execute the said works for a total sum of Rs _____ (Rupees _____ only).

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

4. The Contractor has approached us for issuing a PGB in favour of NABARD for an amount of (Rupees _____ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor. We _____ (Name of the Bank) both hereby irrevocably and unconditionally guarantee to pay to NABARD, forthwith on mere demand and without any demur, as may be claimed by NABARD to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by NABARD by reason of failure to perform the said works as per the said contract.

2). Notwithstanding anything to the contrary, the decision of NABARD as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask NABARD to establish its claim or claims under this Guarantee but shall pay the same to NABARD forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by NABARD on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABARD and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3). This Guarantee shall expire at the close of business hours on _____ (this date should be the date of expiry of the warranty/contract plus 180 days) without prejudice to NABARD's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

4). The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABARD in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of NABARD under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABARD certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5). In order to give full effect to the Guarantee herein contained, NABARD shall be entitled to act as if the Bank is NABARD's principal debtors in respect of all NABARD's claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6). The Bank agrees with NABARD that NABARD shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from

time to time any of the rights or powers exercisable by NABARD against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of NABARD or any other indulgence shown by NABARD or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7). The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of NABARD by any amalgamation or absorption or with the contractor, Bank or NABARD, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8). This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9). Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

10). It shall not be necessary for NABARD to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which NABARD may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

11). Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.

12). Notwithstanding anything contained herein: -

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to _____ (Rs. _____ only)
- b) This Guarantee shall remain in force up to _____ or up to the date extended by renewal of this guarantee.

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

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

Dated this ----- ----- day of ----- 2018 at

For and on behalf of ----- Bank,

Sd/ _____

Schedule 5

Organizational / Financial Profile of the Vendor/Bidder

1. Constitution Proprietary/Partnership/Private Ltd. /Public Ltd. (*Tick one*)

2. Established
since

3. Address for Communication

4. Classification: Solution Provider/System Integrator Hardware
Vendor/Bidder/Software Developer

5. If Joint Venture, then specify names of Partners in the Service Support Co, JV
i)
ii)

6. Others (please specify) _____

Position/Designation

7. Name(s) of Name Proprietor(s) / Partner(s) / Directors

8. Number of Hardware/System Software Engineers familiar with the Product offered

9. Total Number of Employees_____

10. Number of
locations where
Service Support
Centers are
available for
catering to the
Product being
supplied

11. Products (details)

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

Year	Sales turnover (Rs. Lakh)			Net Profit (Rs. Lakh)	
Current Year					
Last Year					
Year Before Last					
List of reputed major Corporate Customers to whom the similar solution is provided	<i>Please furnish details in the following format. Important : Indicate the contact details of at least 3 years</i>				
Name and address of the Customer with phone number	Approx. total units connected using devices supplied in Customer's Organization	Year of Supply	Brief details of items supplied	Approx. Value of order (`)	Whether the Customer is continuing under Warranty/AMC

Signature of Vendor/Bidder

Name:

National Bank for Agriculture and Rural Development, H.O. Mumbai

**Part I
Schedule 6**

Detailed Specifications for Conventional Desktops (Windows)

Sl. No.	Component	Minimum Specifications
1	CPU	Minimum Intel i5- 7500 Processor with 3.4 GHz or equivalent
2	Memory	8 GB or above (DDR4)
3	Chipset	Intel Q 270 Chipset Motherboard with onboard Graphics sound card and Ethernet port or equivalent
4	Form Factor	Small Form Factor
5	Monitor	Minimum 18.5"
6	HDD	256 GB SSD (Solid State Drive) or above
7	Ports	6 USB (at least 2 on the Front Side and at least 2 USB 3.0)
8	Key Board /Mouse	Standard Key board and USB Optical / Laser Scroll Mouse
9	Operating System	Windows 10 Professional (No volume based licenses allowed)
10	Compliance	Energy Star Compliance, ROHS, TPM 2.0 or equivalent
11	Warranty	One-year Comprehensive On-site warranty provided by OEM (note: not by vendor)

National Bank for Agriculture and Rural Development H.O. Mumbai

Part-I

Schedule 7

Manufacturer's Authorization Form (MAF)

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

No. _____ dated _____

To,
The Chief General Manager,
National Bank for Agriculture and Rural Development
5th Floor, 'C' Wing, Plot No C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East),
Mumbai-400 051.

Dear Sir,

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

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

Yours faithfully,

(Name)

For and on behalf of

M/s (Name of manufacturer)

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

National Bank for Agriculture and Rural Development H.O. Mumbai

**Part-I
Schedule 8**

**Pre Contract Integrity Pact
(on non-judicial stamp paper of Rs.100/-)**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____ (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through

intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

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

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

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

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any

amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

5.1 While submitting the commercial bid, the BIDDER shall deposit an amount Rs.1,00,000/- (Rupees One Lakh only) as Earnest Money/Security Deposit, with the BUYER through a Bank Draft or a Pay Order in favour of **National Bank for Agriculture and Rural Development** payable at Mumbai

5.2 The Earnest Money/Security Deposit in respect of unsuccessful bidders shall be returned within Four weeks, only after the successful completion of the Bid Process.

The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hard Ware only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee.

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

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

6. Performance Bank Guarantee

The successful Bidder shall, at his own expense, deposit with the Chief General Manager, DIT, NABARD, Head Office, Mumbai within 10 days from the date of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of Part I - Schedule 4 for an amount equivalent to 10% of the of the total order value of hardware and software in lieu of Retention Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

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

Without prejudice to the other rights of NABARD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the warranty period of 3 (three) years after due performance of the obligations of the Bidder under the contract.

7. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon

at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash Earnest Money Deposit and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

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

7.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

8. Fall Clause

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

9. Independent Monitors

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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

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

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

9.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

9.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

The IEM for this project would be

***Shri Debabrata Sarkar
Mayfair Boulevard (Narayan Apt.)
Flat No.701, Main Avenue Road
Santacruz (West)
Mumbai - 400054***

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity

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

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Format of Complaint to Independent External Monitor

1. Name of Regional Office/Head Office :
2. Name of Complainant/Vendor :
3. Address and Contact No. :

4. Tender details
 - a. Particulars :
 - b. Date of Tender called for :
 - c. Last date of Submission :
 - d. Date of Opening Tender :

5. Nature of Complaint in brief :

6. Supporting documents enclosed/evidence :

7. Relief sought :

Signature and date

National Bank for Agriculture and Rural Development H.O. Mumbai

Part II

Schedule 1

Tender Document for Supply, Installation, Testing, Commissioning of Desktop Personal Computers at its various Departments at its Head Office at Mumbai.

Commercial Bid

(Amount in Rupees)

Sl. No.	Description	Quantity	Unit Price (Rs)	Total	GST etc.	Octroi/Entry tax, if any	Total inclusive of all taxes (Rs.)
A	B	C	D	E=(CxD)	F	G	H=(E+F+G)
1	Desktop PC	95					
	Total						