

“नाबाई हरियाणा ढे. का., चंडीगढ़ हेतु **Network Switches and Associated works** की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग के लिए निविदा दस्तावेज़ (केवल empanelled वेंडर हेतु) ”

“Tender for Supply, Installation, Testing and Commissioning of **Network Switches and Associated works** at National Bank for Agriculture & Rural Development, Haryana RO (Only for empanelled vendors)”



राष्ट्रीय कृषि और ग्रामीण विकास बैंक  
सूचना प्रोद्योगिकी विभाग (डीआईटी)  
हरियाणा क्षेत्रीय कार्यालय, प्लाट नं. 3, सेक्टर 34-ए, चंडीगढ़ - 160 022  
ई-मेल – [dit.haryana@nabard.org](mailto:dit.haryana@nabard.org)

National Bank for Agriculture & Rural Development, Haryana Regional Office, Plot No. 03, Sector 34- A, Chandigarh- 160022 (UT)

E-Mail – [dit.haryana@nabard.org](mailto:dit.haryana@nabard.org)

Date of Issue of Tender Document	05 November 2018
Pre-bid meeting with bidders	1500 hrs on 12 November 2018
Due Date for submission of tender	1500 hrs on 20 November 2018
Date & Time of Opening of Technical Bid	1530 hrs on 20 November 2018
Date & Time of Opening of Financial Bid	Will be communicated after opening of technical bid to successful bidders

Name of the Bidder	
Contact Number	
Address for Correspondence	
Email ID	

This document consists of 38 (thirty-eight) pages excluding cover page.

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## 1.0 निविदा आमंत्रण सूचना NOTICE INVITING TENDER

सन्दर्भ सं.राबैं.डीआईटी/ /क्रय-04/2018-19

05 नवम्बर 2018

Only for empanelled vendors

**Limited tender** (through website [www.nabard.org](http://www.nabard.org))

Dear Sir/Madam,



### **Supply, Installation, Testing and Commissioning of Network Switches and Associated works**

National Bank for Agriculture and Rural Development [NABARD] invites sealed tenders for supply, installation, testing and commissioning of **04 (four) 48-Port L2 Network Switch and associated works** as per detailed specifications and schedule of quantities specified in the tender document.

2. The Pre-Bid meeting will be held on 1500 hrs. on 12 November 2018 at "NABARD Haryana Regional Office, 3rd Floor, Plot no. 3, Sector 34-A, Chandigarh- 160 022 (UT). To be eligible to participate in the pre-bid, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the -work. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 1 working day prior to the date of pre-bid meeting by email to [dit.haryana@nabard.org](mailto:dit.haryana@nabard.org). All the clarifications of the pre-bid meeting will be part of tender and will be uploaded on NABARD website ([www.nabard.org](http://www.nabard.org)). Any corrigendum/notice after issuance of this tender as well as after pre-bid meeting, would be published only on our website.

3. Sealed offers should be submitted in two separate envelopes indicating clearly "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Price Bid". The envelope should be addressed to "The Chief General Manager, National Bank for Agriculture & Rural Development, Haryana Regional Office, Plot No. 03, Sector 34- A, Chandigarh-160022 (UT)" and super-scribed Tender for "**Supply, Installation, Testing, Commissioning of Network Switches & associated works for NABARD Haryana RO, Chandigarh**". The tender should be submitted not later than **1500 hrs 20 November 2018**.

4. The Envelope 1 shall contain

a) Counterfoil/Transaction Details of Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand Only).

b) Part – I of the Tender Documents: A copy of 'Proposal' document including Schedules and Annexures duly signed by Authorized signatory of the vendor/bidder on each page and vendor/Bidder's letter giving technical clarifications (if any).

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- c) 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.
- d) Technical specification compliance sheet as per the proforma indicated in Part 1 – Schedule 6 of the Tender.
- e) Any other information called which the vendor/Bidder would like to submit along with his 'Quotation'.
- f) Commitment from the Manufacturer for Supply & System Maintenance as per proforma given in Part 1 - Schedule 2 of the Tender.
- g) organizational / Financial Profile as per proforma given in Part I - schedule 5 of the Tender.
- h) Statement showing implementation experience details.
5. It should be specifically noted that the contents of Technical offer must not reveal commercials.
6. Envelope No. 2 (Commercial offer/Price Bid) should contain the following:
- a) Prices in Indian Rupees only with detailed break-up of prices as per schedule I part II in figures.
- b) The schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items therein as per Schedule I of Part II.
- c) The Commercial Offer should not contradict the Technical offer in any manner.
7. The envelope No. I (Technical Bid) will be opened at 1530 hrs. on last date of submission of tender, in the presence of bidder representatives, should they chose to be present.
8. Every page of the tender, including pre-bid clarification, if any, should be filled-up wherever required and duly signed for acceptance to the tender conditions.
9. Before filling up the tenders, the bidders may note the following:
- a) The bid shall remain valid and open for acceptance for 03 months from the date of opening of the technical bid.
- b) Time of Completion - The work shall be completed within the time as specified in the form of tender.

c) All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in tender.

d) Liquidated damages for delay in completion of the work will be levied at 0.5% of the value of accepted tender for every week of delay or part thereof, subject to maximum of 5% of value of the accepted tender.

e) NABARD reserve the right to accept or reject any/all tender/s in part or whole of any firm/firms in accordance to CVC guidelines issued from time to time.

f) The bidder must have inspected the sites and other conditions.

10. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 07 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited. The successful bidder would be required to submit Performance Bank Guarantee of 10 % value of accepted tender.

Yours faithfully,

**Sd/-**

**Rahul Shashni**

**Assistant General Manager**

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Haryana Regional Office, Plot no. 3, Sector 34-A, Chandigarh- 160 022

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## Terms and Conditions

### 2.0 Scope of work:

The estimated cost of the tender is **9,00,000/-** (Rupees Nine Lakh Only) including taxes.

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 04 (four) 48-Port L2 Network switches and associated works at NABARD's Regional Office, Chandigarh as under:

- a) Switches to be rack mounted in the rack already present in the Server/ Network room. Any additional requirements shall be informed to NABARD in writing at least 02 days in advance and related works may be carried out after receiving approvals from NABARD.
- b) Install the supplied items at identified places and obtain installation certificates from the nodal/designated officer. Install the supplied items at identified places on approval of the installation certificates from the nodal/designated officer of NABARD.
- c) Vendor shall also be responsible for configuration/ re-configuration of the whole and/ or part integrated system with existing network infrastructure as per NABARD's requirement, if any.
- d) Vendor to propose and coordinate configurations with NABARD's approval prior to Installation, in order to provide a "turn - key" delivery. This includes, but is not limited to, configuring (as per NABARD'S Specification) equipment naming, IP addresses, protocols, servers, SNMP settings, etc.
- e) All switches available at locations shall be rack mounted sequentially leaving at least 1 U space in between (irrespective of their earlier status – rack mounted or simply placed in shelf)
- f) Install the specified network electronics equipment into provided or project included wall mounted or freestanding electronic equipment racks.

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- g) The successful vendor will provide Category 6A patch cables for all patch panel/switch ports. A variety of 1 m to 2 m patch cables as per specifications will be provided in each rack space.
  - h) All data drops will be clearly and professionally labelled with matching labels at the faceplate and at the patch panel. Handwritten labels are not acceptable.
  - i) All data drops will be tested and certified. The successful vendor will provide a complete testing report for all data drops.
  - j) The scope of work also entails the successful vendor to Perform power - on system and functionality tests.
  - k) Vendor has to replace I/O s wherever required during the repairs to Structured Cabling Network
  - l) Perform and demonstrate a verification of network connectivity and functionality.
  - m) Verify access to the Internet and to NABARD'S resources.
  - n) Provide documentation listing all equipment, part numbers, quantities, serial numbers, IP addressing and equipment naming. Provide proposed coverage map and post install verification of coverage.
  - o) Provide necessary training.
  - p) Provide three-year maintenance agreement on qualifying equipment.
  - q) The equipment's provided by the Vendor/Bidder should have requisite interfaces necessary for providing and managing this service.
  - r) In the event of any performance degradation, relating to faulty or outdated hardware, the Vendor/Bidder should upgrade the hardware without any additional cost, as per the requirement of NABARD.
  - s) The supply, installation and configuration of all the switches in the Rack and rack mounting of the other network devices in the rack with all the cables shall be done in a systematic way so that no abrupt hanging of cables is found after completion of the job. All the work related to the rack, cabling, cable dressing, fixing of patch panel, cable mangers for cable routing, cable ferruling at both sides – rack and user workstation are exclusively part of the scope of the work and need to be done as neatly and systematically as possible.
  - t) Post installation and commissioning there will be 02 (two) weeks of observation period before acceptance of the complete work, subjected to the satisfaction of NABARD. Also, post completion of installation and commissioning of the switches, the successful vendor's team will need to stay back at the location for one full working day

to ensure proper operation and functioning of communication rack/links. Decision of NABARD is final for the satisfactory acceptance of the work performed by the successful bidder under the scope of the work of this tender.

u) All jobs whether mentioned explicitly in the tender document or not, required for the successful delivery, installation and commissioning of the Network Racks as per the Scope of work, shall be the total responsibility of the successful Bidder.

### **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 3 (three) years, 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. **The switches should not be attaining End of support from the OEM for the next 5 years.**

### **2.1 Conditions of the TENDER:**

2.1.1. NABARD will normally deal with a single bidder who can provide comprehensive support and is in a position to provide every element of the solution. Specific authorization from the original manufacturer of the Hardware and Software (wherever applicable) would be required for this project. The tenderers may have to furnish Rate Analysis for the scrutiny of rates by NABARD, if required.

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) 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 as per CVC guidelines issued from time to time. Failure to select a bidder by NABARD shall not make NABARD liable to pay any 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, un-crating, 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 Criteria:**

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

2.2.0 (A) Pre-qualification condition:

- a. The firm should have experience of similar works during the last **7 years**
- b. The annual turnover of the firm during each of the last **3 years** should be at least 30% of the estimated cost of the tender (Balance sheet, Profit & Loss A/c statement should be enclosed).
- c. The firm should have done at least in addition:
  - i. Three similar works during last 3 years (ending 31.03.2018) whose value is not less than 40% of the estimated cost
  - or
  - ii. Two similar works during last 3 years (ending 31.03.2018) whose value is not less than 50% of the estimated cost
  - or
  - iii. One similar work during last 3 years (ending 31.03.2018) whose value is not less than 80% of the estimated cost

For the purpose of this clause 'Similar work' means the work of “Supply, Installation, Testing and Commissioning of **network switches** by using the specifications resembling with those mentioned in this tender document. Necessary work certificates should be enclosed with the technical offer. All supporting documents should be enclosed with the technical offer failing which the tender will be out rightly rejected.

The supplier should have sufficient experience and proper infrastructure to provide requisite after sales service and support in Chandigarh. In case, repair of a particular equipment / system takes more than 2 working days, the supplier should be able to provide an alternative arrangement to ensure that there is no interruption in banks' functioning. Details/ supporting documents in regards to related works carried out should be furnished by the supplier.

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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.

The offer should be made for systems of reputed manufacturers having all India service capabilities. The manufacturer's service network available across the country and especially in Chandigarh should be properly enumerated.

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 2 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 or its authorized representative should have a dedicated comprehensive support service center at Chandigarh.

2.2.5 The bidder should produce document in support of having experience in System Integration or similar kind of work.

2.2.6 The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letterhead of the Vendor/Bidder should be submitted as a part of Technical Offer failing which the tender will be rejected.

2.2.7 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. All the sections of Schedule 5 should be filled/submitted by the bidder.

2.2.8 The supplying agency should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than 30% of the estimated cost of this tender. Details of the same need 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.

2.2.9 The vendor/Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document. 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/Private Sector etc. during the last three years should be enclosed.

### **2.3 Installation / Implementation Experience:**

The Vendor/Bidder must have experience, in last 07 (Seven) years, in installation, testing and commissioning of Hardware/Software as mentioned in Schedule of Quantities. A Statement containing the details of such implementations like Name of the firm, brief scope/description of the projects undertaken, 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 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.

#### **2.5 Opening of Quotation**

Part I of the quotation i.e. Technical Bids will be opened at 1530 hours on 20 November 2018 or on 1530 hours on last date of submission if date of submission is extended, at NABARD, Haryana Regional office, Chandigarh, in the presence of the Vendors/Bidders/Their representatives who choose to remain present. PART-II of the quotation shall be opened after scrutiny of Part -I of the tender and supporting documents submitted therewith, at a later date, in respect of vendors who are found eligible and they shall be separately intimated accordingly.

#### **2.6 Earnest Money Deposit (EMD):**

The Vendor/Bidder shall furnish an EMD for Rs. 30,000/- (Rupees Thirty Thousand Only). The EMD amount shall be directly credited to NABARD current account [Account Name – NABARD, A/c No. 915020030502856, IFSC - UTIB0000041 and Bank Name- Axis Bank Ltd (with intimation to dit.haryana@nabard.org) as per the details mentioned in the tender. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. Tenders without the requisite amount of EMD, in the proper form will be rejected.

The EMD of unsuccessful Vendors/Bidders shall be returned within four weeks of the successful completion of the Bid Process. No interest is payable on such amount. The EMD of successful Vendor/Bidder will be returned only after submission of Performance Bank Guarantee or after keeping Retention Money Deposit (RMD) of 10% value of bill amount as detailed in the tender. No interest would be payable on this EMD amount. The EMD shall be forfeited if a Vendor/Bidder withdraws his offer during the period of validity of the bid. NABARD's decision in the above cases will be final.

#### **2.7 Warranty period:**

Three years' comprehensive on-site warranty shall be provided. During the warranty period Vendor/Bidder shall provide on-site free maintenance and 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. A written confirmation

from the hardware OEM regarding the same should be attached. **The switches should not be attaining End of support from the OEM for the next 5 years.**

## **2.8 Performance:**

### **2.8.1 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.

### **2.8.2 Spare parts:**

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

## **2.9 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 fulfil 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 07 (Seven) days of issue of Purchase Order.

### **2.10 Performance Bank Guarantee (PBG):**

The successful Bidder shall, at his own expense, deposit with the Chief General Manager, NABARD, Haryana Regional Office, Chandigarh within 07 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 I - Schedule 4 for an amount equivalent to 10% of the total order value of hardware and software for the due performance and fulfilment of the contract by the Bidder.

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

The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract including the warranty period for three years.

The original PBG should be sent by the issuing Bank directly to NABARD, Haryana RO, Chandigarh by registered post. In case PBG is given to the supplier, the issuing Bank should send an unstamped duplicate copy to NABARD by registered post with covering letter to that effect.

In case of non-submission of PBG by the successful bidder, 10% value of the bill amount shall be retained by NABARD as Retention Money Deposit till the submission of PBG or in case of non-submission of PBG, till the end of the contract including the warranty period for three years for the due performance and fulfilment of the contract by the Bidder.

### **2.11 Price Composition:**

The price offered to NABARD must be in Indian Rupees. The prices quoted for the work shall be deemed to have included all taxes/GST/Custom Duty or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, commissioning charges, comprehensive on-site maintenance services under warranty and any other charges/taxes etc. as may be applicable. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per Indian laws, TDS/GST/Other Taxes as applicable for the firm will deducted at source and a certificate for the same will be issued to the vendor. The photocopies of

the requisite documents, issued by the respective competent authority, showing proof of having paid the required Excise/Custom duty/GST amount duly authenticated shall be submitted to NABARD. For any adjustment required to be carried out due to changes in the rate of Excise/ Custom duty /GST etc., the vendor shall furnish required documents/ working of the revised duty amount and financial impact. All statutory variations in the rate of the taxes/duties will be taken into account by NABARD on submission of documentary proof.

Terms like "rates as applicable" in the financial bid will not be accepted and such bids will 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.

### **2.12 No Price Variations:**

The tendered rates shall be firm and shall not be subject to any variations, on account of fluctuations in the market rate or any other source.

### **2.13 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.

### **2.14 Terms of Payment:**

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

#### **2.14.1 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.

#### **2.14.2 Balance Payment:**

10% of the total cost of Hardware & Software components shall be paid after submission of Performance Bank Guarantee (PBG) as per proforma indicated in Part I – Schedule 4. In case of non-submission of PBG, 10% of the total cost of bill amount shall be retained as Retention Money Deposit till the end of the contract period including the warranty for three years.

### **2.15 Term of execution of work:**

The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of Hardware/Software shall be two weeks from the 7<sup>th</sup> day of the issue of Purchase Order. Time shall be the essence of the contract.

### **2.16 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 0.5% 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.

### **2.17 Agreement:**

The issue of letter of award of work by NABARD shall be construed as a binding contract. Upon receipt of the Purchase Order an agreement as per the proforma in Part I Schedule 7 to be given by the vendor within **07 days** of the issue of purchase order.

### **2.18 Confidentiality:**

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

### **2.19 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 person from the panel as sole arbitrator and communicate his name to the Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever; another person shall be appointed by NABARD from the above list of persons.

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

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

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

### **2.20 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., within the scheduled time as mentioned in the tender document (except with written permission from NABARD).

b) Delay in installation and commissioning of the system beyond 04 (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.

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### **2.21 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 as per applicable CVC guidelines and conditions. If any conditions are stipulated at the time of submission of tender, they will be summarily rejected.

### **2.22 Right to alter quantities:**

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

### **2.23 Force Majeure:**

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

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

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

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

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

### **2.24 Evaluation Process:**

a) 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:

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

Signature of the Authorized Signatories

Name -

Designation –

Seal-

Date & Place

**Part – 1**

**Schedule 1**

**FORM OF TENDER**

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

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

The Chief General Manager,  
 National Bank for Agriculture and Rural Development,  
 Haryana Regional Office,  
 Plot No. 03, Sector 34-A,  
 Chandigarh- 160022

Dear Sir,

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

**MEMORANDUM**

<b>Sr. No.</b>	<b>Contents</b>	<b>Details</b>
[a]	Description of works	Supply, Installation, Testing and Commissioning of <b>04 (four) 48- Port L2 Network Switches and Associated works</b>
[b]	Estimated Cost	<b>Rs. 9,00,000/-</b> [Rupees Nine Lakh Only]
[c]	Earnest Money Deposit	<b>Rs. 30,000/-</b> [Rupees Thirty Thousand Only]
[d]	Percentage, if any, to be deducted from bills	10% as Retention Money up to the warranty period or submission of Performance Bank Guarantee [PBG] of equivalent amount
[e]	Time allowed for completion of the works	The overall time limit for satisfactory Supply, Installation, Testing & Commissioning of the Hardware/ Software shall be two weeks from the 7 <sup>th</sup> day of the issue of Purchase Order.

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

3. I / We have deposited a sum of Rs. 30,000/- [Rupees Thirty Thousand Only] as Earnest Money with NABARD, HARYANA Regional Office, Chandigarh, which is not to bear any interest.



4. Should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me / us to NABARD, HARYANA Regional Office, Chandigarh.

5. Our bankers are :

i	
ii	
iii	

6. The names of partners of our firm are:

7. Name of the partner of the firm authorised to sign:

OR

Name of person having Power of Attorney to sign the contract:  
[Certified true copy of the Power of Attorney should be attached]

Yours faithfully,

[Signature of authorised representative of  
Vendor / Supplier with company seal]

[Signature, Name and Addresses of Witnesses]

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

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

**Part – 1**

**Schedule 2**

**UNDERTAKING OF AUTHENTICITY FOR NETWORKS SWITCHES & CAT6A LAN CABLES**

[To be issued by OEM on its Letter Head signed by an authorised person]

Sub: Supply of IT Hardware / Network Switches & Cat6A LAN cables

Ref: 1. Your Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_

With reference to the 04 (four) 48- Port L2 Network Switches and Cat6A LAN cables being supplied/quoted to you vide our invoice no/quotation no./order no. cited above, We hereby undertake that all the components/parts/assembly/software used in Network Switches and Cat6A LAN cables shall be original new components / parts/assembly/software only, from respective Original Equipment Manufacturers (OEMs) of the products and that no refurbished/duplicate/second hand components/parts/ assembly/software are being used or shall be used.

We hereby confirm and extend our full guarantee / warranty of three years for the products supplied by the above contractor for the said work. **The switches will not be attaining End of support from the OEM for the next 5 years.**

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (ex:- Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (ex:-. Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier' at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/software already billed, we agree to take back the Switches without demur, if already supplied and return the money if any paid to us by you in this regard. We (system OEM name) also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised Service Centre/Reseller/ SI etc.

Authorised Signatory:

Name

Designation

Place

Date

**Part - 1**

**Schedule 3**

**(Letter of Indemnity and Undertaking- Format)**  
(To be stamped on non –judicial stamp paper of Rs. 100/-)

The Chief General Manager,  
National Bank for Agriculture & Rural Development,  
Haryana Regional Office, Plot no. 3,  
Sector – 34 A  
Chandigarh – 160 022  
Dear Sir,

**Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of IT Hardware- 48-port L2 Network Switches at NABARD's Haryana Regional Office at Chandigarh**

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:

1. We, the \_\_\_\_\_ 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.
  2. We, the said \_\_\_\_\_ hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said systems supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, Servants, Agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.
  3. We, the said \_\_\_\_\_ 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.
  4. In Pursuance of the above we, M/s. \_\_\_\_\_ do hereby agree to indemnify and keep indemnified NABARD from any loss, damages, costs, charges, fine and expenses which may be incurred or sustained by NABARD on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, Octroi, service taxes etc. on the materials or otherwise during the discharge by us.
  5. We M/s. \_\_\_\_\_ further agree and undertake to bear and pay the said taxes, duties, octroi etc. as and when imposed by the Government, Central or State.
  6. We shall not revoke it without the written consent of NABARD
- In witness whereof the \_\_\_\_\_ has put his hands and seal the month and year first herein above mentioned.

**Schedule**

(i)

(ii)

Yours faithfully

Name and Designation of Authorized Official

Signed and delivered by

The within named \_\_\_\_\_

In the presence of \_\_\_\_\_

(i) Witness

(ii) Witness



**Part – 1**

**Schedule 4**

**PERFORMANCE BANK GUARANTEE**

(To be stamped on non –judicial stamp paper as per rules applicable in Chandigarh)

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

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

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

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

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

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

6. This guarantee shall remain in force up to..... (date).

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

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

9. Unless a claim under this guarantee is made by the purchaser against the bank on or before (6 months after end of warranty period) all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee. And this bank guarantee after shall cease to exist if there is no claim on or before (6 months after end of warranty period).

Notwithstanding anything contained herein above, the liability under this guarantee is restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain in full force and effect until. Unless action to enforce the claim is filed on or before (6 months after end of warranty period) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

DATED AT CHANDIGARH THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

FOR and on behalf of \_\_\_\_\_ Bank

**Part – 1**

**Schedule 5**

**Organizational / Financial Profile of the Vendor/Bidder**  
**Section-I [Basic Information]**

<b>A.</b>	<b>Identity Details</b>		Photographs of person(s) indicated in Section D
1.	Name of Applicant		
2.	Date of Incorporation	3. Place of Incorporation	
4.	Date of commencement of Business	5. PAN	
6.	GST No.	7. Registration No. (e.g. CIN)	
8.	Status (please tick any one)- Pvt. Ltd./ Public Ltd./ Body Corporate/ Partnership/ Trust/ Charities/ NGOs/ FI/ FII/ HUF/AOP/ Bank/ Govt. Body/ Defense Estb./ BOI/ Society/ LLP/ Others-		
<b>B.</b>	<b>Address Details</b>		
9.	Address for Correspondence:  City/District : State : Pin Code :		
10.	Telephone : Mobile : Fax : Email : Email(other) :		
11.	Specify proof of Address submitted for Correspondence address		
12.	Registered Address if different from Correspondence address:  City/District : State : Pin Code :		
13.	Specify proof of Address submitted for Registered address		
<b>C.</b>	<b>Other Details</b>		
14.	Gross Annual Income Details (please specify)	Below Rs. 1 lakh/1-5 lakh/5-10 lakh/10-25 lakh/25 lakh to 1 crore/> 1 crore	
15.	Net worth as on ___/___/_____	Rs.	

<b>D.</b>	<b>Name, PAN, Aadhar/DIN/UID, residential address &amp; photographs of promoters /partners /Karta /Trustee /Whole time director / Authorized Officials /Nodal Officer</b>	
16.	Name:	PAN:
	Aadhar/ DIN/ UID:	
	Residential Address:	
	District:	State:
17.	Please tick, if applicable, for any of your authorized Signatories /promoters /Partners /Karta /Trustee /Whole Time directors /Nodal Officials	Politically Exposed Persons (PEP)/ Related to Politically Exposed Persons (PEP)
<b>E.</b>	<b>Type of Information</b>	<b>Information furnished</b>
18.	Work Experience (Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, other documents and certificates. The details along with documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings / private banks / Private sector at any other center should also be given.)	
19.	Name(s) and address/es of the Clients and their present Executives (Written information about the names and address of their clients along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) should be furnished.	
20.	Name(s) and address/es of the Bankers and their present contact executives (Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)	
21.	Number of locations in <b>Chandigarh</b> where Service Support Centers are available for catering to the Product being supplied, if any, along with their name, address & contact no.	
22.	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final	Annual Turnover as on (Rs.)
		31 March 2016:

	accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2017)	31 March 2017:				
		31 March 2018:				
23.	Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank					
24.	Whether any Civil Suit/litigation has arisen in the contracts executed during the last seven years/being executed now. If yes, please furnish the details in the proforma given below					
Sr. no.	Name of the work and Employer	Nature of Work	Work Order no. and date	Present stage of work	Value of contract	Brief details of litigation
1.						
2.	Number of Supplementary sheet attached					

I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any change therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I may be held liable for it.

Signature of the authorised signatory 1	Signature of the authorised signatory 2
Name:	Name:
Date:	Date:
[For use of Office only]	
(Original verified) True copies of Documents received:	Yes/ No
(Self-attested) Self certified documents' copies received:	Yes/ No
Signature and Date	

## **Section II**

### **Previous Experience**

i) List of important works executed by the firm during last five years with experience in executing works of similar work in institutes/training establishments/ organizations etc. Please arrange to provide value of job, approximate scope of each contract along with copy of work orders, performance certificates / completion certificates etc.

**Please note that the details furnished should be for contracts of similar nature and not for any other types of works.**

Sr. No.	Name of the work and location	Nature of work	Name & full postal address of owner	Contract Amount (Rs.)
	1	2	3	4

Sr. No.	Completion Period	Present stage of completion with reasons for delay, if any	Any other relevant information
	5	6	7

ii) List of important works ON HAND costing as **per eligibility mentioned** in the tender.

Sr. No.	Name of the work and location	Nature of work	Name & full postal address of owner	Contract Amount (Rs.)
	1	2	3	4

Sr. No.	Completion Period	Present stage of completion with reasons for delay, if any	Any other relevant information
	5	6	7

**Signature of the Tenderer with seal & date**

### **Section III**

#### **Bank Account Details for E-payment**

[To be submitted on Letter Head]

Sr. No.	Account Details
1	Beneficiary Name and Address :
2	Bank and Branch Name With Address To Which Funds Should Be Remitted :
3	Branch Code :
4	Beneficiary A/c. Number :
5	IFSC Code of the Bank Branch To Which Funds Would Be Remitted :
6	Account Type of Beneficiary Account No. [SB / CA] :
7	Cancelled Cheque: [To be enclosed]

Note: In future, whenever there will be any change in the above account details, the same will be intimated to NABARD.

Signature of Authorized Official with Stamp: .....

Name : .....

Date : .....

**Encl: One Cancelled Cheque Leaf**

**Part – 1**

**Schedule 6**

<b>Approved Makes/ Brands</b>		
<b>Sr. no.</b>	<b>Item no. of BoQ</b>	<b>Approved Make</b>
<b>1</b>	A.1. 48-Port L2 Network Switch	Cisco, HPE and Juniper

**Configuration for - 48 Port L2 Network Switch**

**(To be ensured by supplier that all the technical specifications are adhered to)**

<b>Sr. No</b>	<b>Particulars</b>	<b>Yes/ No</b>
<b>A</b>	<b>Minimum Requirements</b>	
1	Make, Model and Part No. to be Provided Clearly Mentioned	
2	The device should have 48X10/100/1000 BaseT ports with PoE + capability, minimum 370W of PoE Power and additional 1 nos. SFP + uplink ports	
3	Should have 10/100/1000 Mbps Management port for Out of Band Management	
4	Form factor 1U and 19" Rack mountable. Rack Mount Kit to be provided at no extra cost	
5	The switch should only be a managed switch	
6	Shall support IPv4 and IPv6 from the day of installation	
7	Switch should have minimum 256 MB DRAM and 128 MB Flash	
<b>B</b>	<b>Layer 2 Switching requirements</b>	
1	The architecture should be non-blocking and support wire speed	
2	Should have VLAN trunk configuration capability	
3	Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z, 802.3az, 802.3af, 802.3at	
4	Should be configurable to support at least 1K Active VLAN Support	
5	Should support Jumbo Ethernet frames	
6	Should support VTP, GVRP or equivalent protocol	
7	Should support 8 Hardware QoS Queues	
8	Should support security features like IP source guard, Dynamic ARP inspection and DHCP snooping	
9	Should be configurable to support at least 8000 MAC addresses	



10	Should have support for Per-port broadcast, multicast, any cast and storm control or similar feature to avoid faulty clients from degrading the overall system performance	
11	The device should be able to limit traffic flows based on MAC Source/Destination address	
12	Should have Domain Name System (DNS) support	
<b>C</b>	<b>Security Requirements</b>	
1	Shall have 802.1x Network Security and Authentication	
2	Should Support Access Control Lists (ACL's) - Standard as well as Extended	
3	Should have port-based security	
4	Should have dynamic VLAN assignment	
5	Should support multiple level of privileges and authentication for user access along with SSH support for secured device access	
6	Should support port mirroring feature for monitoring network traffic of a particular port/VLAN/group of ports/entire switch	
7	Should support monitoring of Port Status	
8	Should support MAC filtering to prevent forwarding of any type of packet with matching MAC address	
9	Must support MAC based, port-based, port-based VLANs and tagged-based VLAN's	
10	Should support RADIUS/RADIUS with Active Directory authentication to restrict unauthorized users from altering the configuration	
11	Should have port security to secure the access to an access-port or trunk-port based on MAC address	
12	Must support IGMP Snooping, IGMP v1/2/3, IGMP filtering to provide multicast authentication by filtering out subscribers and limit the number of concurrent multicast streams available per port	
13	Should have SSHv2 and SNMPV3 to encrypt traffic during Telnet and SNMP sessions	
<b>D</b>	<b>Management Requirements</b>	
1	Should have SNMP V1/V2/V3, SSHv1, SSHv2, RMON-I, RMON-II support	
2	Should have HTTP/HTTPS web interface for configuration and management	
3	Should have NTP enabled support to NTP client	

4	Should be able to remotely monitor ports in a Layer 2 switch network from any other switch in the same network	
5	Should Support Plug and Play Facility (USB port) for easy Backup/ Restore and Upgrade of Configuration and OS.	
6	Command Line Interface (CLI) support for configuration & troubleshooting purposes	
7	End of Sales. Please specify	
8	End of Support. Please specify	
<b>E</b>	<b>Others</b>	
1	The switches should be supplied with a minimum 3 years Comprehensive warranty	
2	Installation, Configuration and testing has to be done by the supplier	
3	The switches should not be attaining End of support from the OEM for the next 5 years	

Signature of Authorised Official with Stamp :

Name :

Date :

Company Seal :

**Part- 1**

**Schedule 7**

**ARTICLES OF AGREEMENT**

(To be stamped on non –judicial stamp paper as per rules applicable in Chandigarh)

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

Whereas the Employer is desirous of carrying out the work of supply, installation, testing and commissioning of 04 (four) 48-Port L2 Network Switch at NABARD, HARYANA RO, Sector 34-A, Chandigarh (UT) and has caused specifications describing the work to be done to be prepared by NABARD, HARYANA Regional Office, Chandigarh.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors/contractors shall upon and subject to the said conditions execute and complete the work shown upon the said location and described in the said specifications and the schedule of quantities.
2. The employer shall pay the vendor/contractor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said conditions herein before mentioned, the Chief General Manager, NABARD, HARYANA Regional Office, Chandigarh shall act on behalf of the National Bank for Agriculture and Rural Development.
4. The said conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This contract is neither a fixed lump sum Contract nor a Piece work Contract but is a Contract to carry out the work in respect of supply, installation, testing and commissioning of 04 (four) 48-Port L2 Network Switch to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable quantities provided in the said Conditions.

7. The Employer reserves to himself the right of altering the quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.
8. Time shall be considered as the essence of this Contract and the Vendor/contractor hereby agrees to commence the work soon after the site is handed over to him from the date of issue of formal purchase order as provided for in the said conditions whichever is later and to complete the entire work within 02 weeks from the 7th day of the issue of purchase order.
9. All payments by the Employer under this contract will be made only at Chandigarh.
10. The Vendor shall provide to NABARD a Earnest Money Deposit (EMD) of Rs..... (Rupees ..... Only) (Interest Free).
11. The Scope of work and all the terms and conditions as enumerated in 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.
12. That the vendor would supply only authentic hardware and software and an undertaking in this regard would furnished as per the format issued by CVC, GOI or NABARD.
13. In case any of 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.
14. 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.
15. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the contractor 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 performance security deposit and recover from the contractor any loss suffered by NABARD on account of the contract being terminated.
16. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.
17. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.
18. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.

IN WITNESS WHEREOF the Employer and vendor/contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the vendor/contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of Shri \_\_\_\_\_

[Name and designation]

in the presence of

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

in the presence of

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

Address \_\_\_\_\_

\_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

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

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

In the presence of

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

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

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

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

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

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

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

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

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

**Part – 2**

**Bill of Quantities**

**[To be typed on Letter Head]**

**A. Price Bid**

Sl. No.	Item	Make & Model	Specifications	Rate per unit inclusive of taxes (Rs.)	Qty. in nos.	Total price inclusive of taxes (Rs.)
<b>A</b>	<b>Supply charges</b>					
1	48-Port L2 Network Switch	Cisco, HPE and Juniper	As per Schedule 6		04	
2	1 Meter Dual ended RJ45 –R J45 ,UTP CAT 6A patch Cord				150	
3	2 Meter Dual ended RJ45 –R J45 ,UTP CAT 6A patch Cord				150	
	Total A (1 + 2 + 3)					
<b>B</b>	<b>Installation charges</b>					
1	Fixing of Switches, Connecting Cat6A UTP Patch Cords in patch panel, dressing of cables & labelling with laser print Labels, testing and documentation, etc. complete		Lumpsum			
	Total B (1)					
C	Total Price in figures (A + B)					
D	Total Price in words (A + B)					

(@): Break up of taxes may be submitted separately

Note:

1. It is mandatory to quote for all the items of the price bid and L-1 will be decided on the basis of total quoted amount. The bids of bidders not quoting buyback rates would summarily be rejected.
2. Rate of GST or any other taxes will be as per rate fixed by Govt. and prices quoted should be inclusive of all taxes and duties.

Accepted all terms and conditions of the tender.

Place Signature of the Vendor

Date Name

Address

Seal

**ANNEXURE - I**

Machine Installation Report [MIR]  
For **48-Port L2 Network Switch**

Name of the Office : NABARD, HARYANA RO, CHANDIGARH

Name of the Vendor :

Make & Model of 48-Port L2 Network Switch supplied :

Date of Installation :

Machine Serial. Nos. :

- 1.
- 2.
- 3.
- 4.

Name & Signature of vendor :

Date and Seal :

Name and Signature of NABARD Officer :

Date :