

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT



OPEN Tender for Supply, Installation, & Commissioning of 22 Desktops & 17 Laptops (22 Desktops & 17 Laptops under buy back arrangement on 'as-is-where-is' basis) for NABARD's Karnataka Regional Office at Bangalore.

The Document contains 42 pages

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Karnataka Regional Office, Bangalore invites sealed offers from vendors for Supply, Installation and Commissioning of 22 Desktops & 17 Laptops (22 Desktops & 17 Laptops under buy back arrangement on 'as-is-where-is' basis) for NABARD's Karnataka Regional Office at Bangalore.

The TENDER document can be downloaded from NABARD's website www.nabard.org or <https://eprocure.gov.in>.

NABARD Karnataka Regional Office, Bangalore

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TENDER NOTICE

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers/ tenders in two parts from all eligible bidders for **Supply, Installation & Commissioning of 22 Desktops & 17 Laptops (22 Desktops & 17 Laptops under buy back arrangement on 'as-is-where-is' basis)** for NABARD's Karnataka Regional Office at Bangalore as per the terms and conditions contained in the Request For Proposal (RPF)/ Tender. The Bidding Document may be downloaded for free from <https://www.nabard.org/> or <https://eprocure.gov.in> from 10.00 hrs on **04 December 2020**.

Important Details:

Date of commencement of issue of Tender	04 December 2020
Earnest Money Deposit (Bid Security)	Rs. 50,000/-
Last date and time for receipt of Bids	14.00 hrs , 29 December 2020
Date and time of opening of technical bid	15.30 hrs , 29 December 2020

- Bank reserves the right to change the dates mentioned in the tender which will be displayed, as corrigendum/ amendment, at the above websites on which bidding documents are available.
- Please note that all the information desired, needs to be provided by the bidder in the formats specified by the Bank. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of tendering process.
- Technical specifications, terms and conditions, various formats and proforma for submitting the tender offer are described in the tender document and its enclosures/ annexures.
- Out of 17 Laptops, 6 laptops are at District offices i.e. Chamrajnagar, Belgaum, Tumkuru, Vijayapura, Mysuru, Hasaan. If the bidder wants to physically inspect the laptop they have to make their own arrangement at their own cost, NABARD will not bear any expenditure for carrying out the inspection.

Tender No NB.DPSP/ 1449 / DPSP (Procurement) /2020-21 Date: 04 December 2020

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.

2. NABARD, Karnataka Regional Office, Bangalore intends to invite sealed Tenders for Supply, Installation & Commissioning of **22 Desktops & 17 laptops** as per configuration given in Annexure 5 (under buy back arrangement of **22 Desktops & 17 laptops** laptops on “as- is-where-is basis”) for its Karnataka Regional Office at Bangalore. The details of the **22 Desktops & 17 laptops** to be given on buy-back arrangement is given in Annexure 10. Out of 17 Laptops which are under buyback, 6 laptops are at districts offices (location given in Annexure-10), remaining 11 laptops are available for verification at Karnataka Regional Office, Bangalore.

3. The e-tender will be available to the bidders/contractors on e-procurement portal of NABARD(<https://eprocure.gov.in>.) for download from **10:00 hrs on 04 December 2020**. Tender document may also be downloaded from NABARD's website: www.nabard.org as well as from the Central Public Procurement Portal(<https://eprocure.gov.in>)

4. This is an e-tender and all prospective bidders interested to bid, must apply online through NABARD e-procurement site- <https://nabard.eproc.in/>. For this purpose, the tenderers will be required to register themselves on e-procurement portal of NABARD and create user ID and password. The bidder shall submit two separate e-bids for the work- Technical bid and Price/Financial bid. Tenders may be submitted online not later than **14:00 hrs. on 29 December 2020**. Technical bids shall be opened online on **29 December 2020 at 15:30 hrs.** at the Office of Chief General Manager, NABARD Karnataka Regional Office, Bengaluru- 560009.

5. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow “Bidding Manual” available on e-procurement portal of NABARD or seek assistance of Help Desk/Support Team of M/s C1 India Pvt Ltd., the facilitating agency engaged by NABARD for e-procurement process. Their contact details are given under:

Contact details for e-tendering support		
Sl. No.	Name of the person	Contact no.
1.	Shri Fairlin Jivin	0124-4302000 EXTN.112 Mob: 97736 19095 Email:- Fairlin.jivin@c1india.com
2.	Shri Saranraj Niacker	0124-4302000 EXTN.112 Email:- saranraj.naichker@c1india.com

6. The **Technical Bid(Part-I)** of the tender shall contain the following:

6.1 **Pre-contract Integrity Pact:-** It may be noted that the only bidders / OEMs who are willing to enter into Integrity Pact(IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. The tenderer must execute Pre-contract Integrity Pact with NABARD in the prescribed format as per Annexure-13 of the tender document and upload the same along with technical bid to become eligible to qualify for the tender.

6.2. **Earnest Money Deposit:-** All bidders are required to deposit Earnest Money Deposit of Rs. 50,000/-, through **online** fund transfer only, in favour of NABARD as per the details given below:

Particulars	Account Details
NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK ACCOUNT NUMBER (VAN)	NABADMN03
NAME OF THE BANK	NABARD
NAME OF THE BRANCH	HEAD OFFICE, MUMBAI
IFSC	NBRD0000002

(Payment for EMD has to be made by **fund transfer through NEFT** to NABARD's Account No. NABADMN03 , IFS Code: NBRD0000002 and documentary evidence of deposit in the form of UTR / Receipt Voucher is to be uploaded along with the technical bid. **Tender without EMD shall be rejected.**

6.3 . Annexure – 1 to 8 and Annexure-11 as Proposal document with required supporting documents.

6.4 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.

6.5 Any other information which the Vendor/Bidder would like to submit.

It should be specifically noted that the contents of Technical offer must not reveal any information about commercials.

7. The Price Bid (Part-2) of the tender document shall contain the following: -

- i. Prices in Indian Rupees only with detailed break-up of prices as per Annexure- 14;
- ii. The Commercial Offer should be in conformity with the terms indicated in paragraph 2.13-

"Terms of Payment".

- iii. The Commercial Offer should not contradict the Technical offer in any manner.
- iv. The quoted price should be valid for a period of 3 months from the date of opening of Commercial Bid.

The successful vendor has to submit Performance Bank Guarantee (PBG) within 30 days of intimation of acceptance of the tender, an amount equal to 2% of accepted value of tender. The Performance Bank Guarantee will be valid for a period of 60 days beyond the date of completion of all obligations including warranty obligations i.e. 3 years of warranty + 60 days.

8. Opening of 'Quotation'- The Technical Bid will be opened at 15:30 hours on 29 December 2020, through online mode in the portal <https://nabard.eproc.in/>. The price/financial bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price bid shall be communicated to the technically qualified bidders only.

9. The **bids shall remain valid** and open for acceptance for **90 days** from the date of opening of Technical bid. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
10. The decision of the bank shall be final with regard to technical and financial bids and the tendering process.

11. Address for Communication: -

The Chief General Manager NABARD, Karnataka Regional Office,
NABARD Tower,46,
Kempegowda Road, Bangalore, Karnataka 560009
Tel. NO- 080-22076559
E-mail: dpsp.bangalore@nabard.org

11. For any further clarifications, the bidders may contact the Department of Premises, Security and Procurement at 080-2207 0561/0534 or by sending e-mail at psp.bangalore@nabard.org

Your's faithfully

Sd/-

(Niraj Kumar Verma)
Chief General Manager
NABARD, Karnataka Regional Office

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 Software Components
- b) Manuals of the Hardware and Software (wherever applicable).
- c) Media like Recovery CD, etc.

2.0.2 Installation:

Installation, Commissioning & Configuration of the supplied equipment in DIT.

2.0.3 Warranty support:

The successful bidder has to provide Comprehensive Post-Installation warranty support for the laptops supplied for a period of **3 (three) years, on site**. In case the bidder has to source full or part of the components or services from the OEM, the bidder shall stay responsible.

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 be provided along with the technical bid. If not, bid will not be considered for commercial.

2.1.3 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.

2.1.4 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 any claim.

2.1.5 Any additional/different terms & conditions proposed by the bidder shall be treated as rejected unless expressly assented in writing by NABARD.

2.1.6 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.

2.1.7 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.

2.1.8 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.

2.1.9 The technical 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.

2.1.10 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.

2.1.11 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.

2.1.12 The bidder shall be responsible for installation, commissioning & configuration 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. The bidder shall take necessary insurance cover at their own cost for the goods that are transported until the signing of the Machine Installation Report.

2.1.13 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 the **Manufacturer's Authorisation Form** as per format given in Annexure-3. The **Manufacturer's Authorisation Form should not be older than 3 financial years preceding the financial year in which the tender / quotation is being submitted. 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 Bangalore.**

2.2.6 The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.

2.2.7 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 of the Vendor/Bidder should be submitted as a part of Technical Offer.

2.2.8 The Vendor/Bidder should submit its Organizational / Financial profile in the proforma detailed in Annexure-6 as a part of Technical Bid. Documents supporting Financial Statement (like Copies of published Annual Reports, etc.) should also be supplied along with Technical Offer.

2.2.9 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 Rs.500 lakh. 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.

2.2.10 The vendor/Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document.

2.2.11 For registered MSEs viz., DIC/KVIC/KVIB/NSIC - L-1+15% shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone else and such MSE shall be allowed to supply to 20 percent of total tendered value. The 20% quantity is to be distributed proportionately among these bidders in case there are more than one MSMEs within such price band. Within this 20% a purchase preference of four percent (i.e. 20% is reserved for MSEs owned by SC/ST entrepreneurs (if they participate in the tender process and match the L1 price). Provided that in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub target shall be met out from other MSEs who would be treated as owned by SC/ST entrepreneurs.

2.2.12 Domestically Manufactured Electronic Products

2.2.12.1. The guidelines contained in GOI policy on procurement preference for Domestically Manufactured Electronics Products (DMEP) will be applicable for this tender. Accordingly, the DMEP bidder quoting a price within the band of L1 + 20 (twenty) per cent, in a situation where the L1 price is not from a DMEP, is eligible for being awarded minimum 30 (thirty) per cent of the total tendered value, if he agrees to match the L1 price. In case the first eligible DMEP bidder fails to match the L1 bid, the DMEP bidder with the next higher bid will be invited to match the L1 bid and so on. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding the L1 bid will secure the order for the full procurement value.

2.2.12.2 In the situation of there being more than one L1 bid, then the order will be divided equally among the L1 bidders. Similarly, in a situation where there are more than one DMEP bidder quoting identical bid amounts and agreeing to match L1 price, then the 30% tendered value will be divided among the DMEP bidders.

2.2.13 Performance Security (Bank Guarantee)/ Initial Security Deposit (ISD): To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder who has been awarded the contract. Performance Security is to be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Nationalized Commercial Banks or online payment in an acceptable form to safeguard the Bank's interest in all respects. The amount of Performance Security shall be 2% of the accepted value of the tender to be deposited by the vendor within 15 days of intimation of acceptance of his tender. A specimen of Bank Guarantee in lieu of performance security is enclosed as Annexure- 9.

2.3 Installation /Implementation Experience:

The Vendor/Bidder must have experience, in last three years, of installation, testing and commissioning of Hardware/Software of the product quoted.

2.4 Validity period of the TENDER:

- a) The quotation shall remain open for acceptance by NABARD for a period of 3 months from the date of opening of Commercial Bid. 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.

- d) All erasures and alterations made in the 'Quotation' and overwriting of any kind is also not permitted. Failure to comply with either of these conditions will render the 'Quotation' invalid. 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 Bid document should be signed by the Vendor/Bidder who is authorized to sign the bid.

2.6 Opening of Quotation

The Technical Bid will be opened at 15.30 hours on 29 December 2020 at DPSP, NABARD, Karnataka Regional Office in the presence of the Vendors/Bidders who choose to remain present. The date of opening of the Commercial Bid shall be communicated separately.

2.7 Earnest Money Deposit (EMD):

The Vendor/Bidder shall furnish an EMD for an amount of Rs.50,000/- (Rupees Fifty Thousand only) in the form of receipt of **fund transfer through NEFT** to NABARD's Current Account (Account details given on Page-8)

The EMD should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition viz., Bid Security of Rs.50,000/- (Rupees Fifty Thousand only) shall result in summary rejection of the Quotation/Bid.

The EMD shall be forfeited:

- a) If a Vendor/Bidder withdraws his offer during the period of validity of the bid.
- b) If the successful Vendor/Bidder fails to execute the work 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 www.nabard.org or <https://eprocure.gov.in> free of cost.

2.9 Warranty period:

The warranty will commence from the date of acceptance of Machine Installation Report (MIR). During the warranty period of 3 years, Vendor/Bidder shall provide on-site free maintenance services for trouble shooting of hardware and related software problems and replacement of parts free of charge.

2.10 Indemnity:

The successful bidder shall indemnify NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any material used for (hardware and/or software) or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The successful bidder shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The successful bidder, before starting the work of execution of the service contract as described under

scope of work, is required to submit a "Letter of Indemnity and Undertaking". A specimen of such letter is enclosed as Annexure-8.

2.11 Price Composition:

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.

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.

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.

2.12 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.

2.13 Terms of Payment

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

90% of the total cost of Hardware & Software Components shall be paid on supply and installation and on submission of the Machine Installation Report (MIR) accepted by the competent authority of NABARD. The remaining 10% shall be released on submission of Performance Bank Guarantee (PBG). It is expected that the Performance Security (Bank Guarantee) is to be submitted within 30 days of intimation of the award of the contract.

2.14 Term of execution of work:

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

2.15 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 (To be adjusted against the Tax Invoice).

2.16 Agreement:

The issue of Purchase Order by NABARD shall be construed as a binding contract.

2.17 Confidentiality:

The details of the proposed purchase 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 their personnel, with regard to all information relating to NABARD. Unless required under law, Bidder/Vendor assures NABARD that neither Bidder/Vendor nor any of their 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.

2.18 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 Bangalore 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.

2.19 Order cancellation

- a) NABARD reserves its right to cancel the entire/unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:-
- b) Delay in delivery of the ordered equipment, etc., beyond **three weeks** from the date of acceptance/receipt of the work order (except with written permission from NABARD).
- c) 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).
- d) Any other appropriate reason incidental to clause (a) & (b) above.

2.20 Right to Accept or Reject the Bid

NABARD shall reserve the right to accept/ reject and cancel the bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of bid/ issue of acceptance letter/ sale order/ delivery order/ deposit of the full sale value by the bidder, without assigning any reason therefor and the value of such material, if paid for, shall be refundable. NABARD shall not be responsible for damage/ loss to bidders on account of such withdrawal at any stage from the sale.

2.21 Force Majeure

2.21.1 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.

2.21.2 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.

2.21.3 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.

2.21.4 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.

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

2.21.6 PREPARATION OF BID DOCUMENTS FOR E-TENDERING FOR BIDDERS:

- i. This is an e-Tender and all the process involved from floating of tenders to award of work will be done online through our e-tendering portal <https://nabard.eproc.in>. Bidders shall have to apply online through the given portal. All prospective bidders should have Digital Signature Certificates for submitting their bids. For any kind of queries regarding e-tendering, bidders may contact:

Contact details for e-tendering support		
Sl. No.	Name of the person	Contact no.
3.	Shri Fairlin Jivin	022-6686500 Mob: 9773619095
4.	Shri Stevn Crasto	022-66865611
5.	Shri Jay Singh	022-66865611
Email: nabardsupport@ci.india fairlin.jivin@ciindia.com		

- ii. The e-tendering for the work will involve the following stages:
 - 1. Upload of e-Tender, 2. Receipt of e-bids/ e-tender, 3. Online Opening of technical bids, 4. Scrutiny and evaluation of technical bids, 5. Opening of Financial bids (only for technically qualified bidders) and 6. Award of Contract.
- iii. Bid will consist of two parts: 1. **Technical bid** and 2. **Financial/ Price bid**.
- iv. **Technical bid** will consist of the following files to be **uploaded** in the e-procurement portal:
 - a) **Earnest Money Deposit (EMD)** of Rs. 25,000.00 (Rupees Twenty Five Thousand only). **The UTR/ transaction number after remitting the amount to the NABARD account has to be attached and uploaded.**
 - b) Duly signed **pre-contract Integrity Pact** (as per Annexure-VI) has to be uploaded. In addition, the bidder should also submit the hard copy of the same in stamp paper. **The hard copy submission is only for Pre-contract Integrity Pact and not any other documents.**
 - c) **Duly filled, signed and with seal Technical bid**, complete in all respects **uploading** all requisite attachments as mentioned in the tender document along with Annexures and relevant details.

Technical bid should contain:

 - i. Form to Tender duly signed and seal by the authorized person. Acceptance of terms and conditions.
 - ii. All proofs necessary for pre-qualification criteria as indicated in Section II. Details about the number of works of similar nature completed satisfactorily earlier, Details of Satisfactory Work Completion Certificate from the Clients for the works of similar nature completed, Details of Clients with the names of work, year of execution, cost and the authority under whom the work was executed with their postal address.
 - iii. Completely filled with sign and seal all the Annexures and relevant details- Annexure II, Annexure III, Annexure IV, Annexure V.
 - iv. Complete credentials with sign and seal of the Firm/Architect as per the format available in the technical bid after filling in the respective pages / columns etc.
 - v. Power of attorney authorizing the person to sign the tender, if any.
 - vi. Any other relevant details, if any.
- v. Fully completed with sign and seal **Price/ Financial bid** (to be uploaded) as per the format given in Price bid of tender document.
- vi. The bids, which are not uploaded as mentioned above, are liable to be rejected. If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked "Technical Bid", the Bid document will be summarily rejected in the first instance itself.

Bidding Process:

Only Bids received **online** on or before the stipulated date and time for responding to the Tender will be considered for further evaluation.

All the bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the NIT of this document. The technical bids will be opened online in the presence of representatives of the bidders who choose to attend the same. However, bids may be opened even in the absence of representatives of one or more of the bidders.

In the first stage, only technical bid will be opened and evaluated. **Only those bids which comply with pre-qualification criteria and meeting requisite technical specifications shall become eligible for commercial/ price bid opening and further tender evaluation process.** The decision of NABARD in selection of technically qualified bidder will be final. NABARD reserves the right to reject any or all proposals fully or partially.

The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. During evaluation of bids, the Bank may, at his discretion, ask the Bidder for clarification of his bid. The Bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.

The Price bid (Part-2) of the tender document will be opened only for those bidders who are found to be technically qualified as mentioned above. The date of opening of the price bid will be intimated to the technically qualified bidders separately.

2.22 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 technical requirement.)
- 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. 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.

2.23 List of buy back Desktops & laptops

22 Desktops & 17 Laptops listed(Annexure-10)are under buy back arrangement on 'as-is-where-is'basis and the vendor has to make his own arrangement to take these Desktops & laptops.

2.24 Inspection by Bidders

In view of the 'as-is-where-is' condition, bidders are advised to quote rates after inspection of items at the site. The bidder or his authorized representative may inspect the materials from the date of commencement of RFP till 02 December 2020, between 15.00 hrs and 17.00 hrs on all working days i.e. Monday to Friday (Excluding Public Holidays). The items will be available for inspection in Department of Information and Technology (DIT), 4th floor,NABARD Regional Office, NABARD Towers,46, Kempegowda Road, Bangalore- 560009.

Annexure-1

(Covering Letter for Submission of Offer)

The Chief General Manager
National Bank for Agriculture and Rural Development,
Karnataka Regional Office,
Kempegowda Road,
Bangalore, Karnataka -560009

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of 22 Desktops & 17 laptops (under buy back arrangement of 22 Desktops & 17 Laptops on 'as-is- where- is' basis)for NABARD's Karnataka Regional Office, Bangalore.

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:

Annexure-2
Specimen of Letter of Authorization

To

The Chief General Manager
National Bank for Agriculture and Rural Development,
Karnataka Regional Office,
Kempegowda Road,
Bangalore, Karnataka -560009

Dear Sir

Subject:

We _____ (name of the company) have submitted our bid for participating in Bank's RFP/Tender dated _____ for _____.

We also confirm having read and understood the terms of RFP/Tender as well as the scope of work & requirements.

As per the terms of RFP/Tender, we nominate Mr/Ms _____, designated as _____ of our company to participate in the bidding process.

NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by Mr/Ms _____ on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal	
Name -	Name of Authorised Representative
Company/Organization -	Designation of Authorised Representative
Designation within Company /Organization -	Signature of Authorised Representative
Address of Company/Organization -	Verified by

Annexure-3

Manufacturer's Authorization Form (MAF)

(On Manufacturer's letter head)

(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,
Karnataka Regional Office,
Kempegowda Road,
Bangalore, Karnataka -560009

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.
This letter should not be older than 3 financial years preceding the financial year
in which the tender / quotation is being submitted.**

Annexure-4

Backup Commitment from the Manufacturer for System Maintenance

(On Manufacturer's letterhead)

The Chief General Manager
National Bank for Agriculture & Rural Development,
Karnataka Regional Office,
Kempegowda Road,
Bangalore, Karnataka -560009

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of 22 Desktops & 17 laptops (under buy back arrangement of 22 Desktops & 17 laptops on 'as-is-where-is- basis') for NABARD's Karnataka Regional Office at Bangalore

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 maybe 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)

Annexure- 5

(A) Conventional Desktops (Windows)

Sl.No.	Component	Minimum Specifications	Specification offered by Vendor*
1	Make		
2	Model		
3	CPU	Intel i5 – 10400 Processor or above/equivalent	
4	Memory	8GB (DDR4)	
5	Chipset	Intel Chipset Motherboard with on-board/discrete Graphics sound card and Ethernet port or equivalent	
6	Form Factor	Small Form Factor	
7	Monitor	Monitor 18.5 inch	
8	HDD	256 GB SSD(Solid State Drive)	
9	Ports & Slots	6 USB(at least 2 on the Front Side and atleast 2 USB 3.0)	
10	Key Board /Mouse	Standard Keyboard and USB Optical / Laser Scroll Mouse	
11	Operating System	Windows 10 Professional pre-loaded (No volume based licenses allowed)	
12	Compliance	Energy Star Compliance, ROHS, TPM 2.0 or equivalent	
13	Warranty	Three-years Comprehensive On-site warranty by OEM (Note: Not by Vendor)	

(B) Detailed Specifications for Conventional laptops (Windows)

Sl.No	Component	Minimum Specifications	Specifications offered by vendor*
1	Make		
2	Model		
3	CPU	Intel Core i5 10210U or above/ equivalent	
4	Memory	8 GB (DDR4)	
5	Display	14 inches 1366 x 768 Anti-Glare	
6	HDD	256 GB SSD	
7	Connectivity	10/100/1000 Gigabit Ethernet Port, 802.11 ac, Bluetooth® 4.1	
8	Ports	USB 3.x Port :1 or more USB Type-C Port :1 HDMI Port 1 VGA Port 1 SD Card Reader 1	
9	Power Supply & Battery	Integrated Li-Ion 40Whr battery/Battery Backup minimum 4 hours	
10	Operating System	Windows 10 Pro Preloaded(No volume based license allowed)	
11	Multimedia	Inbuilt Speakers, Integrated Microphone, Integrated Webcam	
12	Keyboard & Mousepad	Integrated Backlit Keyboard, Inbuilt Touchpad	
13	Others	Laptop weight-Less than 2Kg, Laptop Backpack (Bag), Security lock hole should be available	
14	Warranty	Three-years Comprehensive On- site warranty from the OEM	
15	Compliance- Energy Efficiency	RoHS-compliant, ENERGY STAR OR EPEAT or equivalent compliance	

***The specifications offered may be clearly indicated. “Yes” under specifications offered will not be accepted**

Annexure-6

Organizational / Financial Profile of the Vendor/Bidder

1. Constitution Proprietary/Partnership/Private Ltd. /Public Ltd. *(Tickone)*
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 and Designation)
7. Name(s) of Proprietor(s) / Partner(s) / Directors (s)

8. Number of Hardware/System Software Engineers familiar with the Product offered
9. Total Number of Employees _____
10. Number of locations where Service Support Centres are available for catering to the products being offered.
11. Products (details):
12. Business Figures for 3years (copies of supporting documents to be enclosed):

Year	Sales turnover (Rs. Lakh)	Net Profit (Rs. Lakh)
2019-20		
2018-19		
2017-18		

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

Signature of Vendor/Bidder

Name:

Note: To be furnished on Vendor's /Bidder's letterhead.

Annexure – 7

Bidders Eligibility Criteria

SI.No.	Eligibility Criteria	Details of Eligibility	Supporting Document
1	Level of Direct Channel Partnership with OEM	Gold / Platinum, etc.	Copy of Certificate to be enclosed
2	Turnover of the Company- Minimum - Rs.500 Lakh during the last 3 Financial Years, viz. 2017-18,2018-19,2019-20	2017-18-Rs._____	Certificate from CA indicating the Turnover year-wise
		Lakh	
		2018-19-Rs._____	
		Lakh	
3	Company should have earned profits in the last 3 Financial Years, viz. 2017-18,2018-19,2019-20	2017-18-Rs._____	Attach audited Balance Sheet, P&L Account for last 3 financial years
		Lakh	
		2018-19-Rs._____	
		Lakh	
4	Bidder should have supplied not less than 25 Desktops/Laptops of the make quoted during the current financial year or in the last 3 financial years, viz. 2017-18,2018-19,2019-20	2019-20-Rs._____	Copy of Purchase Order clearly indicating the number and make of laptop supplied
		Lakh	
		2017-18-Rs._____	
		Lakh	
5	Support Service Centre Details in Bangalore of the Bidder Company	Service Centre Address details	Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers
6	Support / Service Centre Details of OEM	OEM Support Service Centre Address details	Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers
7	If bidder company registered as MSE, then give MSE Registration Certificate	Registration No. and Entity with which registered as MSE	Copy of Certificate of Registration
8	If Bidder company is registered as MSE and owned by SC/ ST entrepreneur	Community Certificate No.	Copy of Community Certificate of Entrepreneur

9	If eligible under Domestically Manufactured Electronic Products for Laptops, proof of domestic manufacture with details of location of manufacture	Registration Certificate of Factory in Special Economic Zone or otherwise as OEM or their contract manufacturers but not traders	Proof of Factory Registration, etc.
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Annexure - 8
Specimen of Letter of Indemnity and Undertaking
(to be submitted by the successful bidder)

To

The Chief General Manager
National Bank for Agriculture and Rural Development,
Karnataka Regional Office,
46, Kempegowda Road,
Bangalore, Karnataka -560009

Dear Sir

Subject:

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail _____(type of procurement) at _____(place) as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____(bidder) hereby declare and certify that we are the rightful owners/ licensees of the said article/ service/ solution offered for sale to NABARD and that the sale of the said article/ service/ solution 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 _____(bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____(bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims

by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

SCHEDULE

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

Yours faithfully

(Name and Designation) of Authorized Official

Annexure - 9
Performance Bank Guarantee format

(on Non-Judicial Stamp Paper of Rs.100/-)

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

IN FAVOUR OF

National Bank for Agriculture and Rural Development, a body corporate established under the
National Bank for Agriculture and Rural Development Act. 1981 having its Regional Office at
The NABARD Tower, Kempegowda Road, Bangalore, Karnataka -560009

. (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 Computer Hardware at its various
departments at its Regional Office in Bangalore (hereinafter referred to as "**said works**") and
has requested a _____
registered/established/constituted under/by _____

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 not withstanding 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 AT KARNATAKA THIS _____ DAY
OF _____
FOR and on behalf of _____ Bank

Annexure- 10

List of Desktops to be given on Buyback				
(On as-in-where-is basis)				
Sl. No	Make	Year of Purchase	Model	Location
1	LENOVO	2013	Thinkcentre	Bangalore
2	LENOVO	2013	Thinkcentre	Bangalore
3	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
4	LENOVO	2013	Thinkcentre	Bangalore
5	LENOVO	2013	Thinkcentre	Bangalore
6	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
7	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
8	LENOVO	2013	Thinkcentre	Bangalore
9	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
10	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
11	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
12	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
13	LENOVO	2013	Thinkcentre	Bangalore
14	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
15	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
16	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
17	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
18	LENOVO	2013	Thinkcentre	Bangalore
19	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
20	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
21	HP	2011	COMPAQ Elite 8100 MicroTower PC	Bangalore
22	LENOVO	2013	Thinkcentre	Bangalore

List of Laptops to be given on Buyback				
(On as-in-where-is basis)				
Sl. No	Make	Year of Purchase	Model	Location
1	Dell	2016	Latitude 3470	Bangalore
2	HP	2017	Probook 440 G3	Bangalore
3	Dell	2017	Latitude 3470	Bangalore
4	Dell	2017	Latitude 3470	Bangalore
5	Dell	2017	Latitude 3470	Bangalore
6	Dell	2017	Latitude 3470	Bangalore
7	Dell	2017	Latitude 3470	Bangalore
8	Dell	2017	Latitude 3470	Bangalore
9	Dell	2017	Latitude 3470	Bangalore
10	HP	2017	Compaq 6910p	Bangalore
11	HP	2017	Pavilion 4410t	Bangalore
12	Dell	2017	Latitude 3470	Chamarajnagar
13	Dell	2017	Latitude 3470	Belgaum
14	Dell	2017	Latitude 3470	Tumkuru
15	HP	2015	Inspiron	Vijayapura
16	HP	2015	Inspiron	Mysuru
17	HP	2015	Pavilion	Hassan

Annexure- 11

Bank account details for E-payment
[To be submitted on Letter Head]

Sl. 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 Authorised Official with stamp:

Name:

Date:

Enclosed: One Cancelled Cheque Leaf

Annexure-12
Document Check List

Bidder's should submit following documents as part of Technical & Commercial Bid.

Sl.no	Check List	Enclosed Yes/No
	Technical Bid	
1.	Bid Submission Covering Letter	
2.	Letter Of Authorisation To Bid	
3.	Format for furnishing Bank Guarantee in lieu of Earnest Money Deposit	
4.	Compliance to Laptop Specifications	
5.	Manufacturers' Authorisation Form	
6.	Financial Profile	
7.	Bidder eligibility Criteria	
8.	Bank Account Details	
9.	Performance Bank Guarantee	
10.	Letter Of Indemnity And Undertaking	

Annexure-13

Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

(to be executed by all bidders)

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as “**The Principal**”

And

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

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

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

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

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

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

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

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

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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is:

Shri Pramod Kumar Sangewar, IRSS (Retd.)

H. No. 12-5-65/1, Flat No. 109,
Sri Harsha Sethuram Unique
Vijayapuri Colony, South Lalaguda,
Secunderabad, Telengana – 560 017

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

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

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Annexure – 14

Commercial Bid

Purchase of Desktops & Laptops							Buy Back of old Desktops & Laptops					Net amount (Rs.)
S. N o.	Description	Quantity (Nos)	Unit Price (Rs)	Total (Rs)	GST @ — (Rs)	Total inclusive of all taxes (Rs.)	Quantity (Nos)	Unit Price (Rs)	Total (Rs)	GST @ 18% (Rs)	Total inclusive of all taxes (Rs.)	
A	B	C	D	E=(CxD)	F	G=(E+F)	H	I	J=(HxI)	K	L= (J+K)	M= (G-L)
1	Desktops	22					22					
2	Laptops	17					17					
	Grand Total											