OPEN Tender for Supply, Installation, & Commissioning of 13 Laptops (under buy back arrangement on ‘as-is-where-is’ basis) for NABARD's Gujarat Regional Office at Ahmedabad.

The Document contains 36 pages

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Gujarat Regional Office, Ahmedabad invites sealed offers from vendors for Supply, Installation and Commissioning of 13 Laptops (under buy back arrangement on ‘as-is-where-is’ basis) for NABARD's Gujarat Regional Office at Ahmedabad.

The TENDER document can be freely downloaded from NABARD's website www.nabard.org.
Checklist for submission of tender:

**Envelop 1**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Particulars</th>
<th>Submitted-Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sealed and signed copy of entire tender document. (Seal and Sign on each page of the tender document accepting the terms of tender)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>EMD or MSEs registered certificate</td>
<td></td>
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</tr>
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<td>5</td>
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<tr>
<td>6</td>
<td>Backup Commitment from the Manufacturer for System Maintenance- Annexure -4</td>
<td></td>
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<tr>
<td>7</td>
<td>Detailed Specification offered for Laptops- Annexure - 5</td>
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</tr>
<tr>
<td>8</td>
<td>Organization / Financial Profile of the Vendor/ bidder- Annexure -6</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Bidder's Eligibility Criteria-- Annexure – 7</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Proforma for Bank Account details for e-payment- Annexure-11</td>
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National Bank for Agriculture and Rural Development-RO, Ahmedabad

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<td>3</td>
<td>Manufacturer’s Authorization Form (MAF)</td>
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<td>4</td>
<td>Backup Commitment from the Manufacturer for System Maintenance</td>
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<td>5</td>
<td>Detailed Specifications for Laptops</td>
<td>25</td>
</tr>
<tr>
<td>6</td>
<td>Organization / Financial Profile of the Vendor/ bidder</td>
<td>26-27</td>
</tr>
<tr>
<td>7</td>
<td>Bidder’s Eligibility Criteria</td>
<td>28</td>
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<td>8</td>
<td>Specimen of Letter of Indemnity and Undertaking</td>
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<td>10</td>
<td>List of Laptops on buy back</td>
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<td>11</td>
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Envelope 2 - Commercial Bid

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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 13 Laptops (under buy back arrangement of 13 Laptops on as-is-where-is basis) for NABARD’s Gujarat Regional Office at Ahmedabad** 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/](https://www.nabard.org/) or [https://eprocure.gov.in](https://eprocure.gov.in) from 15.00 hrs on 10 December 2019. The other details are given below:

<table>
<thead>
<tr>
<th>Date of commencement of issue of RFP</th>
<th>10 December 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnest Money Deposit (Bid Security)</td>
<td>Rs.13,000/-</td>
</tr>
<tr>
<td>Last date for receipt of RFP queries</td>
<td>16 December 2019</td>
</tr>
<tr>
<td>Pre-Bid meeting</td>
<td>11.00 hrs, 18 December 2019 at 3rd floor, Conference Hall, NABARD, Ahmedabad</td>
</tr>
<tr>
<td>Last date and time for receipt of Bids</td>
<td>15.00 hrs, 06 January 2020</td>
</tr>
<tr>
<td>Date and time of opening of technical bid</td>
<td>15.30 hrs , 06 January 2020</td>
</tr>
</tbody>
</table>
| Place of receiving and opening of tenders | Place of Submitting tender: Tender Depositing Box, 2nd floor, NABARD Towers, Opp. Municipal Garden, Usmanpura, Ahmedabad- 380013  
Opening of Tender: NABARD’s Gujarat Regional Office, Ahmedabad.  
Email: dit.ahmedabad@nabard.org  
Telephone: 079-27554003/4046 |
| No. of envelopes (non-window, sealed) to be submitted | Two (2) Envelopes  
a) Sealed envelope 1 containing technical bid+ EMD DD (Except MSEs) or Receipt of Fund transfer. The envelop may be marked as “Envelope-1: Technical Offer for 13 Laptops”  
b) Sealed envelope 2 containing commercial bid. The cover of envelope may be marked as “Envelope-2: Commercial Bid for 13 Laptops”  
Both the envelopes to be placed in one sealed envelope. The cover of envelope may be marked as “Tender for Supply, Installation and Commissioning of 13 laptops for NABARD’s Gujarat Regional Office at Ahmedabad” |

- Bank reserves the right to change the dates mentioned in the RFP 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.
Earnest Money Deposit (EMD) must accompany with tender offer as specified in this tender document (except MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empaneled with NABARD itself). **EMD amount should not be mixed with commercial bid. It should be contained in envelope-1 with the technical bid.**

**Offers received without EMD will be rejected.**

Technical specifications, terms and conditions, various formats and proforma for submitting the tender offer are described in the tender document and its enclosures/annexures.

Tender offer will be opened in the presence of the bidders or their representatives who choose to attend the opening of tender on the abovementioned date, time and place.
NOTICE INVITING TENDER

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

NABARD, Gujarat Regional Office, Ahmedabad intends to invite sealed Tenders for Supply, Installation & Commissioning of 13 Laptops as per configuration given in Annexure 5 (under buy back arrangement of 13 Laptops on as- is-where-is basis) for its Gujarat Regional Office at Ahmedabad. The details of the 13 Laptops to be given on buy-back arrangement is given in Annexure 10.

Tender document may be downloaded from NABARD's website: www.nabard.org or https://eprocure.gov.in.

Two Part Offer: -

The offer will have to be submitted in two parts; Technical Bid & Commercial Bid.

The technical bid and the Commercial bid should be sealed by the bidder in separate covers duly super -scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. The technical bids will be opened by the NABARD in the first instance on the scheduled date and time in the presence of the vendors who turn up on scheduled date and time.

At the second stage, financial bids of only technically qualified vendors would be opened after intimating them the date, time and place of opening of the financial bid for further evaluation and ranking before awarding the contract.


Envelope No.1 (Technical Bid)
The envelope containing Technical Bid should be duly superscribed "**Technical Offer for 13 laptops**".

Technical Bid should contain the following: -

i. Earnest Money Deposit of Rs.13,000/-
   - (Payment for EMD can be made by means of DD payable at Ahmedabad OR **fund transfer through NEFT/RTGS** to NABARD’s Current Account No.912020012465660 with Axis Bank Ltd., Navrangpura Branch, Ahmedabad. IFS Code: UTIB0001336 (underlined figures to be read as zero) and documentary evidence of deposit in the form of UTR / Receipt Voucher is to be enclosed along with the duly filled, signed & complete in all respects Tender document. Tender without EMD shall be rejected (except for MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empaneled with NABARD itself).

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

iii. 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.

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

v. **It should be specifically noted that the contents of Technical offer must not reveal commercials.**

**Envelope No. 2 (Commercial Bid)**

The Envelope containing Commercial Bid should be duly superscribed “**Commercial Bid for 13 laptops**”.

Commercial Bid should contain the following: -

i. Prices in Indian Rupees only with detailed break-up of prices as per Annexure- 12;

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 Security within 15 days of intimation of acceptance of the tender, an amount equal to 2% of accepted value of tender. The Performance Security 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.
Opening of 'Quotation'

The Envelope No.1 containing the Technical Bid will be opened at **15.30 hours on 06 January 2020**. It may be ensured that the bid is dropped/deposited in the Tender Depositing Box placed in, Department of Premises, Security and Procurement (DPSP), 2nd floor, NABARD Towers, Opp. Municipal Garden, Usmanpura, Ahmedabad- 380013. The Bids will be opened at this Office in the presence of Chief General Manager, NABARD, Gujarat Regional office, Ahmedabad or any other officer designated for the purpose by him and will be opened in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening.

Address for Communication: -

The Chief General Manager  
NABARD, Gujarat Regional Office,  
NABARD Tower, Opposite Municipal Garden,  
Usmanpura, Ahmedabad, Gujarat 380013  
Tel. No- 07927554003/07927554046  
E-mail: dit.ahmedabad@nabard.org

(S. P. Sathaye)  
Deputy General Manager
निविदा आपूर्तिकार सूचना
राष्ट्रीय कृषि और ग्रामीण विकास बैंक नाबाड्ड अधिनियम 1981 के अंतर्गत गठित निगम है) जिसे यहाँ आगे “नाबाड्ड” कहा गया है और जिसका प्रधान कार्यालय प्लॉट सं. सी-20, ब्लॉक ‘जी’, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा) पूर्व (संबंध 400051 - में स्थित है और जिसके क्षेत्रीय कार्यालय /प्रशिक्षण संस्थान देश भर के विभिन्न शहरों में स्थित है।

नाबाड्ड, गुजरात क्षेत्रीय कार्यालय, अहमदाबाद अपने कार्यालय में 13 लैपटॉप (ये निविदा आपूर्ति के प्रति आमंत्रण के आवेदन की आपूर्ति, स्थापना व उन्हें कार्यक्षम स्थिति में लाने के लिए मुहरबंद निविदा आमंत्रण करना चाहता है)। पुन: खरीद व्यवस्था के तहत दिए जाने वाले 13 लैपटॉप का विवरण अनुबंध 10 में दिया गया है।

निविदा दस्तावेज़ नाबाड्ड की वेबसाइट : www.nabard.org या https://eprocure.gov.in से डाउनलोड किया जा सकता है।

दो हिस्सों में बोली:

बोली दो हिस्सों में प्रस्तुत करनी होगी .तकनीकी बोली और कीमत बोली 

बोलीकर्ता तकनीकी बोली और वित्तीय बोली, दोनों को अलग-अलग लिफाफों में सील करे और मुहरबंद लिफाफों पर सबसे ऊपर उनके नाम लिखें। ये दोनों लिफाफें एक बड़े लिफाफे में डालकर उसे बंद किया जाए और उस पर सबसे ऊपर स्पष्ट रूप से लिखा जाए। सबसे पहले नाबाड्ड निर्धारित तिथि और समय पर उपस्थित रहने के इल्क बोलीकर्ताओं के सामने तकनीकी बोली के लिफाफे खोलेगा।

दूसरे चरण में, तकनीकी बोली में प्रति पाए गए बोलीकर्ताओं की ही वित्तीय बोलियाँ खोले जाएँगी। वित्तीय बोलियाँ खोलने की जगह, तिथि और समय की सूचना संबंधित बोलीकर्ताओं को भेजी जाएगी। कॉन्ट्रैक्ट देने से पहले वित्तीय बोलियाँ का मूल्यांकन किया जाएगा।

टकनीकी बोली बंद लिफाफे में प्रस्तुत की जाए, उसमें पूरा विवरण दिया जाए और वह मुख्य महाप्रबंधक, गुजरात क्षेत्रीय कार्यालय, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, नाबाड्ड टॉवर, विज्ञापन मार्केटिंग के सामने, उस्मानपुरा, अहमदाबाद380013 - को संबंधित हो। बोली दस्तावेज के प्रतियोगिता पुष्ट वैंडर/बोलीकर्ताओं के हस्ताक्षर हों और विविधता मुहर लगी हो।
लिफाफा सं. 1 (तकनीकी बोली)
तकनीकी बोली वाले लिफाफे पर सबसे ऊपर “13 लैपटॉप के लिए तकनीकी बोली” लिखा हो।
तकनीकी बोली में निम्नलिखित हों:

I. बयाना राशि- ₹13,000/-
(बयाना राशि का भुगतान अहमदाबाद में देव मांग झुमप्पे से या नाबाड के चालू खाते (ऐक्सिस बैंक लि. नवंबरपुरा शाखा, अहमदाबाद में संचालित चालू खाता सं. 91200012465660, आईएफएस कोड: UTIB0001336 जिसमें रेखांकित अंक शून्य हैं) में नेFF/RTGS के माध्यम से राशि जमा करके किया जाए सकता है। विधिवत रूप से पूर्ण भरे गए व हस्ताक्षरित निविदा दस्तावेज के साथ इस भुगतान के प्रमाण के रूप में यूटीआर / रसेल वाली वांछन संपर्क करें। बयाना राशि और आरपीएफ दस्तावेज लागत के प्रमाण के बिना प्रस्तुत निविदाएँ निर्विरोध कर दी जा सकेंगी। (भारत सरकार द्वारा जारी एमएसई खरीद नीति में परिभाषित एमएसई या केन्द्रीय खरीद संगठनों में पंजीकृत बालीकर्ताओं और नाबाड के पेनल में शामिल बालीकर्ताओं को छोड़कर)

ii. अनुबंध 1 से 8 और अनुबंध-11 – अपेक्षित सहायक दस्तावेजों के साथ प्रस्ताव दस्तावेज के रूप में।
iii. वेंडर/बालीकर्ता के अधिकृत हस्ताक्षरकर्ता, वेंडर/बालीकर्ता के लेटर हैड पर एक वचन-पत्र प्रस्तुत करे जिसमें उल्लेख हो कि वेंडर/बालीकर्ता को भ्रष्ट और धोखाधड़ीपूर्ण भावना की वजह से किसी भी केंद्र / राज्य सरकार की संस्था ने ब्लैकरिस्ट नहीं किया है।
iv. अन्य कोई जानकारी जो वेंडर/बालीकर्ता प्रस्तुत करना चाहे।
v. यह विश्वसनीय रूप से नोट किया जाए कि तकनीकी बोली में कीमतों का नोट उल्लेख न हो।

लिफाफा सं. 2 (कीमत बोली)
कीमत बोली वाले लिफाफे पर सबसे ऊपर “13 लैपटॉप के लिए कीमत बोली” लिखा हो।
कीमत बोली में निम्नलिखित हों-:

v. कीमत, भारतीय रुपये में- अनुबंध-12 में उल्लेख के अनुसार कीमतों के विस्तृत विवरण के साथ
vi. कीमत प्रस्ताव पैराग्राफ 2.13 में उल्लिखित “भुगतान की शर्त” का पालन करना हो।
vii. कीमत प्रस्ताव किसी भी रूप में तकनीकी प्रस्ताव का उल्लंघन न करता हो।
viii. उद्धृत कीमतें कीमत बोली खोलने की तिथि से 3 महीने तक मात्र हों।

सफल वेंडर को निविदा की स्वीकृति की सूचना के 15 दिन के भीतर कार्यनिष्पादन प्रतिभूति प्रस्तुत करनी होगी।
यह रादि स्वीकृत निविदा मूल्य का 2% होगी। यह कार्यनिष्ठादन प्रतिभूति सभी दायित्वें के पूर्ण होने की तिथि से 60 दिन तक मान्य रहेगी। इसमें वारंटी संबंधी दायित्व भी शामिल हैं, अर्थात्र 3 वर्ष की वारंटी + 60 दिन तक यह प्रतिभूति मान्य रहेगी।

‘कोटेशन’ खोलना
लिफाफ़ा सं. 1 जिसमें तकनीकी बोली है, को 06 जनवरी 2020 को दोपहर 3.30 बजे खोला जाएगा। क्रूपया सुनिश्चित करें कि यह बोली परिसर, अधिप्राति और खरीद विभाग (डीपीएसपी), द्वितीय तल, नाबार्ड टॉवर, म्यूनिसिपल गार्डन के सामने, उस्मानपुरा, अहमदाबाद - 380013 को प्राप्त हो/ वहाँ स्थित निविदा बॉक्स में डाली जाए। ये बोलियाँ मुख्य महाप्रबंधक, नाबार्ड, गुजरात क्षेत्रीय कार्यालय वा उनके द्वारा नामित किसी भी अन्य अधिकारी की उपस्थिति में खोली जाएँगी और उस समय बोलीकर्ता फ्रम्स के जो भी अधिकृत प्रतिनिधि उपस्थित रहना चाहते हैं, वे उपस्थित रह सकेंगे।

पत्राचार का पता: 

मुख्य महाप्रबंधक
नाबार्ड, गुजरात क्षेत्रीय कार्यालय,
नाबार्ड टॉवर, म्यूनिसिपल गार्डन के सामने,
उस्मानपुरा, अहमदाबाद, गुजरात 380013
телीफ़ोन नं.- 07927554003/07927554046
ई-मेल: dit.ahmedabad@nabard.org

(एस. पी. साठवे)
उप महाप्रबंधक
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 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 Ahmedabad.**

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 30% of the cost of tender. 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 06 January 2020 at DIT, NABARD, Gujarat 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.13,000/- (Rupees Thirteen Thousand only) in the form of Demand Draft drawn in favour of National Bank for Agriculture and Rural Development, payable/enforceable at Ahmedabad or fund transfer through NEFT/RTGS 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.13,000/- (Rupees Thirteen Thousand only) shall result in summary rejection of the Quotation/Bid (except MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empaneled with NABARD itself)

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 equipment's, 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 Base Price of Hardware & Software Components less Buyback price offered and taxes, if any, given in the invoice 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% and applicable taxes shall be released on submission of Performance Security. It is expected that the Performance Security (Bank Guarantee) is to be submitted within 15 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 Ahmedabad 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.

2.22 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 Laptops

13 Laptops listed are under buy back arrangement on ‘as-is-where-is’ basis and the vendor has to make his own arrangement to take these Laptops.

2.25 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 16 December 2019, 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 Towers, Oppt. Municipal garden, Usmanpura, Ahmedabad- 380013.
Annexure-1
(Covering Letter for Submission of Offer)

The Chief General Manager
National Bank for Agriculture and Rural Development,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of 13 Laptops (under buy back arrangement of 13 laptops on ‘as-is-where-is’ basis) for NABARD's Gujarat Regional Office, Ahmedabad

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 Authorisation

To

The Chief General Manager
National Bank for Agriculture and Rural Development,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

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.

<table>
<thead>
<tr>
<th>Signature with company seal</th>
<th>Name of Authorised Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name -</td>
<td>Designation of Authorised Representative</td>
</tr>
<tr>
<td>Company/Organization -</td>
<td>Signature of Authorised Representative</td>
</tr>
<tr>
<td>Designation within Company</td>
<td>Verified by</td>
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<tr>
<td>/Organization -</td>
<td></td>
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<tr>
<td>Address of Company/Organization -</td>
<td></td>
</tr>
</tbody>
</table>

22
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,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

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,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of 13 laptops (under buy back arrangement of 13 laptops on ‘as-is-where-is-basis’) for NABARD's Gujarat Regional Office at Ahmedabad

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

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

Yours faithfully

For

(Name & Designation)
Annexure-5

Detailed Specifications for Laptops

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Component</th>
<th>Minimum Specifications</th>
<th>Specifications offered *</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Make</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CPU</td>
<td>Intel Core i5 8500 U or above / equivalent</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Memory</td>
<td>8 GB (DDR4)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Display</td>
<td>14 inches 1366 x 768 Anti-Glare</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>HDD</td>
<td>256 GB SSD</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Connectivity</td>
<td>10/100/1000 Gigabit Ethernet Port, 802.11 ac, Bluetooth® 4.1</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Ports</td>
<td>USB 3.x Port :1 or more</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>USB Type-C Port :1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HDMI Port :1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VGA Port :1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SD Card Reader :1</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Power Supply &amp; Battery</td>
<td>Integrated Li-Ion-40 Whr battery/ Battery Backup minimum 4 hours</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Operating System</td>
<td>Windows 10 Pro preloaded (No volume based license allowed)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Multimedia</td>
<td>Inbuilt Speakers, Integrated Microphone, Integrated Webcam</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Keyboard &amp; Mousepad</td>
<td>Integrated Backlit Keyboard, Inbuilt Touchpad</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Others</td>
<td>Laptop weight -Less than 2 Kg, Laptop Backpack (Bag)</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Warranty</td>
<td>Three-years Comprehensive On-site warranty from the OEM</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Compliance - Energy Efficiency</td>
<td>RoHS-compliant, ENERGY STAR OR EPEAT or equivalent compliance</td>
<td></td>
</tr>
</tbody>
</table>

- 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. (Tick one)

2. Established since________________________

3. Address for Communication

4. Classification: Solution provider/ System Integrator/Hardware vendor/ Bidder/ Software Developer

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

6. Others (please specify)______________ (Position 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 3 years (copies of supporting documents to be enclosed)

<table>
<thead>
<tr>
<th>Year</th>
<th>Sales turnover (Rs. Lakh)</th>
<th>Net Profit (Rs. Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of reputed major Corporate Customers to whom the similar solution is provided</td>
<td>Furnish details in the following format. Important: Indicate the contact details of at least 3 years</td>
<td></td>
</tr>
<tr>
<td>Name and address of the Customer with phone number</td>
<td>Approx. total units connected using devices supplied in Customer's Organization</td>
<td>Year of Supply</td>
</tr>
</tbody>
</table>

Signature of Vendor/Bidder

Name:

**Note:** To be furnished on Vendor's /Bidder's letterhead.
<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Eligibility Criteria</th>
<th>Details of Eligibility</th>
<th>Supporting Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Level of Direct Channel Partnership with OEM</td>
<td>Gold / Platinum, etc.</td>
<td>Copy of Certificate to be enclosed</td>
</tr>
<tr>
<td>3</td>
<td>Company should have earned profits in the last 3 Financial Years, viz. 2016-17, 2017-18 &amp; 2017-18</td>
<td>2016-17 - Rs._____ Lakh 2017-18 - Rs._____ Lakh 2018-19 - Rs._____ Lakh</td>
<td>Attach audited Balance Sheet, P&amp;L Account for last 3 financial years</td>
</tr>
<tr>
<td>4</td>
<td>Bidder should have supplied not less than 13 Laptops in the last 3 financial years, viz. 2016-17, 2017-18 &amp; 2018-19</td>
<td>Supply of 13 or more Laptops during the year(s)</td>
<td>Copy of Purchase Order clearly indicating the number and make of laptops supplied</td>
</tr>
<tr>
<td>5</td>
<td>Support Service Centre Details in Ahmedabad of the Bidder Company/ manufacturer</td>
<td>Service Centre Address details</td>
<td>Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers</td>
</tr>
<tr>
<td>6</td>
<td>Support / Service Centre Details of OEM</td>
<td>OEM Support Service Centre Address details</td>
<td>Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers</td>
</tr>
<tr>
<td>7</td>
<td>If bidder company registered as MSE, then give MSE Registration Certificate</td>
<td>Registration No. and Entity with which registered as MSE</td>
<td>Copy of Certificate of Registration</td>
</tr>
<tr>
<td>8</td>
<td>If Bidder company is registered as MSE and owned by SC / ST entrepreneur</td>
<td>Community Certificate No.</td>
<td>Copy of Community Certificate of Entrepreneur</td>
</tr>
<tr>
<td>9</td>
<td>If eligible under Domestically Manufactured Electronic Products for Laptops PCs, proof of domestic manufacture with details of location of manufacture</td>
<td>Registration Certificate of Factory in Special Economic Zone or otherwise as OEM or their contract manufacturers but not traders</td>
<td>Proof of Factory Registration, etc.</td>
</tr>
</tbody>
</table>
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,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

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.100.00)

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

IN FAVOUR OF

National Bank for Agriculture and Rural Development, a body corporate established under the
National Bank for Agriculture and Rural Development Act. 1981 having its Regional Office at
The NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad-380013.
(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 Ahmedabad (hereinafter referred to as "said
works")
and has requested
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 uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.
10) It shall not be necessary for NABARD to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which NABARD may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

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

12) Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to ____________________ (Rs. ________________ only)

b) This Guarantee shall remain in force up to ____________________ or up to the date extended by renewal of this guarantee.

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

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

DATED AT GUJARAT THIS______________DAY OF____________________
FOR and on behalf of _____________________________________________Bank
**Annexure- 10**

List of Laptops to be given on Buyback

*(On as-in-where-is basis)*

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Make</th>
<th>Year of Purchase</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>2</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>3</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>4</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>5</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>6</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>7</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>8</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>9</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>10</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>11</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>12</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
<tr>
<td>13</td>
<td>HP</td>
<td>February 2016</td>
<td>PRO Book G2</td>
</tr>
</tbody>
</table>
### Annexure- 11

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Account details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Beneficiary Name and address</td>
</tr>
<tr>
<td>2</td>
<td>Bank and Branch Name with address to which funds should be remitted</td>
</tr>
<tr>
<td>3</td>
<td>Branch code</td>
</tr>
<tr>
<td>4</td>
<td>Beneficiary A/c number</td>
</tr>
<tr>
<td>5</td>
<td>IFSC code of the Bank Branch to which funds would be remitted</td>
</tr>
<tr>
<td>6</td>
<td>Account type of beneficiary account No. [SB/CA]</td>
</tr>
<tr>
<td>7</td>
<td>Cancelled Cheque (to be enclosed)</td>
</tr>
</tbody>
</table>

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

## Commercial Bid

<table>
<thead>
<tr>
<th>SI. No.</th>
<th>Description</th>
<th>Quantity (Nos)</th>
<th>Unit Price (Rs)</th>
<th>Total (Rs)</th>
<th>GST (Rs)</th>
<th>Octroi/Entry tax, if any (Rs)</th>
<th>Total inclusive of all taxes (Rs.)</th>
<th>Quantity (Nos)</th>
<th>Unit Price (Rs)</th>
<th>Total (Rs)</th>
<th>Net amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Laptops</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Net Amount in words:**