All Empanelled Vendors

Dear Sir,

Quotation for Supply, Installation, Testing & Commissioning of 15 Desktops & 23 MFDs

Sealed quotations are invited from the eligible vendors for supply, installation, testing and commissioning of computer and related articles. The details of articles with estimated cost are as per details below:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars</th>
<th>No of Articles</th>
<th>Indicative Unit Cost (in Rs.)</th>
<th>Total Cost (Rs. lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Desktops</td>
<td>15</td>
<td>70,000/-</td>
<td>10.50</td>
</tr>
<tr>
<td>2</td>
<td>3in1 Printers</td>
<td>23</td>
<td>45,000/-</td>
<td>10.35</td>
</tr>
<tr>
<td>TOTAL</td>
<td>COST</td>
<td></td>
<td></td>
<td><strong>20.85</strong></td>
</tr>
</tbody>
</table>

The details of minimum specifications for the items to be supplied are enclosed in Annexure-1(I & II). Any deviation from the specifications may render the tender for summary rejection, at the discretion of NABARD.

2. Eligibility

The intending bidder should

a) Be a direct channel partner of the OEM of the brand quoted, preferably highest level channel partner and should be the one point contact for the process, the documentary proof of which has to be produced.

b) Have GST Registration, PAN card and Bank Account No.

c) Have preferably executed high value orders of computer items in the past, the documentary proof of which has to be produced.

d) The annual turn-over of the agency should be preferably approximately 20% of the estimated cost each during the last 3 years.

e) The eligibility criteria at “c & d” are to assess the financial strength and capability of the agency to successfully execute the order and the same may be relaxed by the competent authority in case of empanelled vendors of NABARD Bhubaneswar who
have a proven track record of successful execution of work orders.

2. Two Part Offer

a) The tender will be a two-bid system Technical and Financial. The Technical bid will be opened and evaluated first. The financial bid of only those bidders who qualify in the technical bid shall be opened.

Accordingly the tenders are to be submitted in two separate sealed envelopes, as detailed below:

I) Envelop No. 1 (Technical Bid) superscribed “Technical Bid” should contain the followings:

- Details of the bidder as per prescribed format as per Annexure-1.
- Details of Technical aspects of the items quoted as per Annexures I.
- Certificate of Acceptance of Terms & Conditions as per Annexure II.
- Copy of the valid “authorized dealer/distributor certificate” of the product proposed to be supplied as per Annexure III.
- Availability of service in Bhubaneswar in respect of model quoted may be categorically mentioned and supported by relevant documents.
- The average life cycle of the product proposed to be supplied has also to be mentioned categorically, failing which the product will not be taken into consideration.
- Applicable Earnest Money Deposit (EMD) (Please Refer part 5 for details).
- 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;
- Details of work orders successfully executed by the agency with documentary proofs.
- Audited Accounts statement /Balance Sheet of the agency indicating annual turnover and financial profile of the agency.
- Execution of Pre Integrity Pact, as per Annexure VII
- 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 commercials.

II) Envelop No. 2 (Financial Bid) superscribed “Financial Bid” should contain the following:

a) The schedule of quantities as per the specifications and the most competitive prices offered in respect of the items duly filled in Annexure IV. Prices quoted should include all charges including taxes, duties, local levies, etc.

b) The products offered should comply with the certifications indicated in detailed specifications of the hardware/software. The vendor should submit supporting documents along with the Technical bid. The technical and functional specifications of all the items should comply with the
criteria given under the relevant section of this quotation.

c) NABARD reserves the right to accept or reject any tender based on deviations (as per discretion of NABARD), if any, from the technical specifications.

3. Delivery and Installation

a) **Delivery and installation of the above items should be done latest by 20th March 2021** on receipt of purchase order, failing which NABARD reserves the right to cancel the order. **Timely execution of the order is the essence of the contract.**

b) Some of the items (Desktops) to be delivered and **installed in our Regional Office at 2/1, Ankur, Nayapalli, Bhubaneswar, PIN-751015.**

c) The printers to be delivered and installed in our DDM’s offices at various districts, the addresses to be given after the final order.

d) NABARD reserves the right to shift the items between its various district offices in the State of Odisha and the supplier / manufacturer would be liable to provide service for the machines / systems at such new locations.

e) In case the model offered by the supplier at the time of quote is out of date, the supplier should agree to provide at no extra cost, an equipment of such higher configuration than prescribed in the offer and acceptable to NABARD.

4. Warranty and after-sale services

a) The product quoted should have **03 years comprehensive on-site warranty from OEM.**

b) During the warranty period, the vendor/bidder shall provide on-site free maintenance services for trouble shooting of hardware and related software problems and replace parts free of cost.

c) The vendor will make the arrangement to make available spare parts for the hardware and accessories during the warranty period. If any of the peripherals/components are not available during the warranty period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

**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.

Signatory:

Each page of the Bid document should be signed by the Vendor/Bidder who is authorized to sign the bid.

Pre-Contract Integrity Pact

A proforma of the same is furnished in Annexure-VII. The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the tender document.

5. Security Deposit

a) Earnest Money Deposit (EMD): While submitting its quotation the agency is required to pay interest-free refundable Earnest Money Deposit (EMD) of Rs.18,000/- (Rupees Eighteen thousand only) in favour of NABARD through e-payment only into the Current A/c No.-NABADMNO5, IFSC-NBRD0000002, maintained with NABARD, Head Office, Mumbai.

Except for the successful bidder(s), all other EMDs will be returned to the respective vendors. For the successful bidder, the EMD will be adjusted against net payable.

b) Retention Money Deposit (RMD): An amount equal to 5% of the total value of the order rounded off to next thousand placed with a successful vendor will be kept as RMD till the defect liability period of the items supplied is complete. The same can be released on production of a Bank Guarantee (BG) as per Annexure VII for the same value after six weeks from the date of completion of the work.

6. Payment terms

a) Ninety Five percent (95%) of the value of the purchase order will be released on installation, commissioning of the hardware and submission of Machine Installation Reports (MIR) and System Information (SI) and handing over of all such related media, manuals etc. The balance 5% will be released after warranty period or on submission of Performance Bank Guarantee for the said amount after six weeks from the date of completion of the work.

b) The successful bidder / vendor is required to submit an Indemnity and undertaking as per the prescribed format (Annexure V) after commissioning of systems/equipment in respect of the software supplied. The successful bidder has also to submit an undertaking of authenticity regarding the item supplied as per annexure VI.

c) All payments of bills shall be made through electronic payment mode and shall be subject to statutory deductions such as GST, Trade Tax, Income Tax, Surcharges, etc., as may be applicable. For this purpose the vendor has to submit necessary KYC documents.
7. Penalty

a) **Penalty for delayed execution of order:** NABARD will charge penalty for every week delay after the due date for delayed completion of supply and installation of the said items and the same will be 0.25% of the total value of the order per each week of delay. **Successful vendor should take note of the same and should definitely complete the work within the assigned due date.**

b) **Penalty for failure to maintain during the warranty period:** If the supplier fails to provide desired service during the warranty period, remedial action shall be taken such as forfeiture of security deposit in the form of RMD/Bank Guarantee.

8. **Criteria for Selection**—All the bids shall be analyzed and evaluated by the Technical Committee & the Purchase Committee duly approved by the competent authority of NABARD and the materials shall be purchased on the basis of proportionate weightage of quality of the article vis-à-vis rates quoted. The quality of the article can be assessed on the basis of market feedbacks, user feedbacks and experience of past performance of the brand in the office, etc.

The rate shall be reckoned for selection by taking the unit rate quoted for each individual item separately, **not** the total cost of all the items as a whole.

9. **Other terms & condition**

a. Domestically Manufactured Electronic Products.

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.

b. 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.

c) After obtaining the quotations and addressing the conditions, if any, NABARD will, if they so decide, inform all the tenderers regarding any modification in the tender conditions. Vendors who agree to the changed conditions, along with the original in totality and agree to the same in writing would be allowed to make modifications if they wish, in their tender prices by means of a letter to be submitted in a sealed envelope.

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

e) Any correction/alteration should be properly authenticated with signature and date by the authorized representative of the supplier.
f) The successful bidder has to submit an Undertaking of Authenticity for the above items supplied in the format given in Annexure VI, after delivery of the items.

g) Price quoted should be inclusive of all taxes and levies (Central, State and Local if any) including installation charges, if any.

h) The rates quoted should be rounded off to the nearest rupee; if not so done, shall be deemed to have been rounded off to the nearest rupee.

h) The vendor shall, at its own expenses, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employee or agents or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/engaged otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like. The bidder shall indemnify NABARD against any loss or damage to NABARD’s premises or property, NABARD’s data, loss of life, etc, due to the acts of the Bidders employees or representatives.

i) The quotation and other supporting documents should be addressed to "The Chief General Manager, NABARD, 2/1 Nayapalli, Bhubaneswar-751015" and superscribed “Supply, Installation, Testing & Commissioning of 15 Desktops & 23 MFDs Printers” and submitted on or before 24 February 2021 (15.00 Hrs.). The bids may be dropped in the Tender-box placed in the Third Floor of our Regional Office. Bid/Quotations received after this date and time will not be entertained.

j) The quotations shall be opened at 16.00 hours on 24 February 2021. Technical Bid will be opened in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening. Financial Bids of only those vendors, who qualify in the technical evaluation, would be opened, at a later date, which shall be separately intimated to the bidders.

k) Any inquiry/clarification may be entertained up to the stipulated Date and time of closure of tender, as mentioned above.

l) The competent authority of NABARD may reasonably relax the terms and conditions of purchase at its sole discretion.

m) NABARD reserves the right to cancel or modify the tender process either fully or partly, accept or reject any bid at its discretion without assigning any reason.

Yours faithfully,

(N.I.Sahoo)
Asst. General Manager

Encls: As above
|   | **Part – 1 (Technical bid)**  
|   | **Annexure-1**  
|---|---|
| 1 | **Name, Address, Contact No. of the Firm/Agency**  
| 2 | **Nature of Ownership of the Firm/Agency** (Proprietorship /Partnership/Registered Company).  
If proprietorship, enclose a photo ID card of the Proprietor, otherwise enclose Partnership Deed or Regd Certificate)  
| 3 | **Income Tax PAN No.**  
(Attach self-attested photocopy)  
| 4 | **GST Regd. No**  
(Attach self-attested photocopy)  
| 5 | **Details of Bank Account**  
Name of the Account holder  
- Name of the Bank, Branch & Place  
- A/c type (Savings or Current)  
- Account No  
- IFS code  
(Attach self-attested photocopy of a cheque)  
| 6 | **Brief history of the agency**  
(Attach separate sheet, if required with supporting documents)  

### 7. Details of EMD:

<table>
<thead>
<tr>
<th>Mode of Deposit- (Electronic mode only)</th>
<th>Reference No.</th>
<th>Date</th>
<th>Name of Bank</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Item: Conventional Desktops (Windows)

Brand: __

Model No.: ____________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Component</th>
<th>Specifications of items to be supplied by the Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CPU</td>
<td>Intel i5- 10400 Processor or above/equivalent</td>
</tr>
<tr>
<td>2</td>
<td>Memory</td>
<td>8 GB (DDR4 )</td>
</tr>
<tr>
<td>3</td>
<td>Chipset</td>
<td>Intel Chipset Motherboard with onboard/discrete Graphics sound card and Ethernet port or equivalent</td>
</tr>
<tr>
<td>4</td>
<td>Form Factor</td>
<td>Small Form Factor</td>
</tr>
<tr>
<td>5</td>
<td>Monitor</td>
<td>Monitor 18.5&quot;</td>
</tr>
<tr>
<td>6</td>
<td>HDD</td>
<td>1000 GB PLUS 256 GB (Solid State Drive)</td>
</tr>
<tr>
<td>7</td>
<td>Ports</td>
<td>6 USB (at least 2 on the Front Side and at least 2 USB 3.0)</td>
</tr>
<tr>
<td>8</td>
<td>Key Board /Mouse</td>
<td>Standard Key board and USB Optical / Laser Scroll Mouse</td>
</tr>
<tr>
<td>9</td>
<td>Operating System</td>
<td>Windows 10 Professional pre-loaded (No volume based license allowed)</td>
</tr>
<tr>
<td>10</td>
<td>Compliance</td>
<td>Energy Star Compliance, RoHS, TPM 2.0 or equivalent</td>
</tr>
<tr>
<td>11</td>
<td>Warranty</td>
<td>Three-year Comprehensive On-site warranty provided by OEM (note : not by vendor)</td>
</tr>
<tr>
<td>12</td>
<td>Indicative cost</td>
<td>Rs.70,000/- including taxes</td>
</tr>
</tbody>
</table>
II. Item: 3 in 1 (Print, Copy & Scan) Network multi-function device (Laser Printer) (Type - A4 size print output)

Brand: __________________________

Model No.: ______________________

<table>
<thead>
<tr>
<th>Sl</th>
<th>Feature</th>
<th>Specifications of items to be supplied by the Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Resolution</td>
<td>1200 x 1200 dots per inch (dpi)</td>
</tr>
<tr>
<td>2</td>
<td>Print Speed</td>
<td>28 pages per minute or above</td>
</tr>
<tr>
<td>3</td>
<td>Duplex Printing</td>
<td>Automatic two sided printing/scanning</td>
</tr>
<tr>
<td>4</td>
<td>Connectivity</td>
<td>Hi Speed USB 2.0 and Ethernet 10/100</td>
</tr>
<tr>
<td>5</td>
<td>Warranty</td>
<td>3 years Comprehensive onsite warranty from OEM</td>
</tr>
<tr>
<td>6</td>
<td>Indicative cost</td>
<td>Rs.45,000/- including taxes</td>
</tr>
</tbody>
</table>
The Chief General Manager,
National Bank for Agriculture and Rural Development
Odisha Regional Office
2/1, Ankur
Nayapalli
Bhubaneswar

Dear Sir,


With reference to the above quotation, having examined and understood the instructions, terms and conditions forming part of your above inquiry, we hereby enclose our offer for supply of the captioned items 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 quotation letter and enclosures. We have enclosed the technical and financial bid as per the format indicated in the quotation letter.

2. We confirm that our offer remains valid for 90 days from the last date of submission. 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 therefor.

Yours faithfully,

Authorized Signatories
(Name & Designation, seal of the firm)

Date:
Annexure III

(Manufacturer’s Authorization Form [MAF])
[To be submitted along with Technical Bid]

Ref. No: Date:

To,
The Chief General Manager
National Bank for Agriculture and Rural Development
Odisha Regional Office
2/1, Ankur
Nayapalli
Bhubaneswar-751015

Dear Sir,


Ref: Your Quotation letter no. dated:

We ___________________________, who are established and reputable manufacturers of___________
do hereby authorize M/s____________________________ having offices at ___________and
________________________ (Name and address of Agent/Dealer/Large Account Reseller) to offer their
quotation, negotiate and conclude the contract with you against the above invitation for offer.
M/s_________________________ is the enterprise vendor/partner/Large Account Reseller of______________.

We hereby extend our full guarantee and warranty as per terms and conditions of the offer and the contract
for the equipment and services offered against this invitation for offer by the above firm.

Yours faithfully

[ ]

Name and seal of the manufacturer

Note: This letter of authority should be signed by a person competent and having the power of attorney
to bind the Manufacturer/OEM/Principal and it should be included by the vendor in the bid.
### Part – 2 (Financial Bid)

**Annexure IV**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Items (Make/Model)</th>
<th>Unit rate without taxes (')</th>
<th>Taxes</th>
<th>Total unit rate inclusive of taxes (')</th>
<th>No. of Units</th>
<th>Total Price (') * In figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Desktops</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3in 1 Printer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Price (') (In Words):**

**Price Quoted for Buy-Back of articles**

<table>
<thead>
<tr>
<th>Name of Article</th>
<th>Make &amp; Model</th>
<th>Year of Purchase</th>
<th>No of Articles</th>
<th>Unit Rate Quoted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Inclusive of all taxes and installation charges etc.

Authorised Signatory  
(Name & Designation, Seal of the firm)  
Date:
Annexure V

LETTER OF INDEMNITY

[To be submitted by the successful vendor after delivery of material]
(To be stamped)

The Chief General Manager
National Bank for Agriculture and Rural Development
Bhubaneswar

Dear Sir,

Supply, Installation, Testing & Commissioning of 15 Desktops & 23 MFDs

WHEREAS the National Bank for Agriculture and Rural Development, established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as ‘the Bank’) has expressed desire to purchase systems software, compiler and utilities etc. to be used on the captioned items, the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as ‘the said systems package’, subject to our furnishing declaration and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said ________________________ hereby agree to indemnify and keep indemnified and harmless the Bank, its Officer, servants, agents and other authorised persons against any action that may be brought against them 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 the Bank and will defend the same at our cost and consequences, and will pay or reimburse the Bank, its officer, servants, agents and other persons from all costs and other expenses that they may be put to or incur in that connection.

SCHEDULE
1. ____________________________________________
2. ____________________________________________

Yours faithfully

(Signature, Name and Designation of Authorised Officials)
Annexure VI

Undertaking of Authenticity for 15 Desktops & 23 MFDs

With reference to **15 Desktops & 23 MFDs Printers** being supplied /quoted to you vide our invoice no._____________ dated __________ cited above, we hereby undertake that all the components/parts/assembly/software used in the aforementioned items are original new components / parts / assembly /software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

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

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

Authorised Signatory
Name:
Designation:
Place:
Annexure VII

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

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)/Contractor(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 having jurisdiction over Odisha RO Bhubaneswar is:

Shri Subodh Kumar Goel 501, Tower-6
Common Wealth Games Village New Delhi – 110 092

(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.
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.

The word ‘Monitor’ would include both singular and plural.

**Section 9 – Pact Duration**
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 – Other provisions**
(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

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

Place ______________________
Date ______________________

Witness 1:
(Name & Address) ______________________

Witness 2:
(Name & Address) ______________________
Annexure VIII

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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

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

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

9. Unless a claim under this guarantee is made by the purchaser against the bank on or before (6 months after end of warranty period) all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee.

10. And this bank guarantee after shall cease to exist if there is no claim on or before (6 months after end of warranty period).

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

DATED AT BHUBANESWAR THIS___________DAY OF___________________