Tender Document for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Assam Regional Office, Guwahati invites sealed offers from established Vendors / Bidders for the work of ‘Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006’.

The bid document can be downloaded from NABARD’s website http://www.nabard.org.

The bid document contains 43 pages.

Date of Pre Bid Meeting – 05 February 2021 at 14:30 hours
Last date for submission of Tender: 11 February 2021 upto 11:00 hours
Tender Document for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.

**IMPORTANT DATES AND POINTS**

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### Part II - Commercial Bid

Bill of quantities
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
Assam Regional Office 
G.S. Road, Dispur, 
Guwahati 
Telephone: 0361-2313228 
Fax: 0361-2235657 
Email: guwahati@nabard.org

Tender Document for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.

Name of the Tenderer: ____________________________
Address: ________________________________________

Date of Pre Bid Meeting – 05 February 2021 at 14:30 hours
Last date for submission of Tender: 11 February 2021 upto 11:00 hours
NOTICE INVITING TENDER (NIT)

Ref. No. NB.ASSAM./NIT/ 07 /DIT/Laptop/2020 - 21
Date: 27 January 2021

Madam / Dear Sir,

Tender Document for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.

National Bank for Agriculture and Rural Development (NABARD) invites you to tender for the captioned work. National Bank for Agriculture and Rural Development intends to invite tenders for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006. You are requested to submit your offer in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document. This tender document can be downloaded from our website at https://www.nabard.org/English/Tenders.aspx.

It must be noted that the only Bidders / OEMs who are willing to enter into Integrity Pact (IP) with the Bank, will be eligible to participate in the bidding process. The Integrity Pact may be submitted in a separate sealed envelope.

The Pre-Bid meeting will be held on 05 February 2021 at 14:30 hours in the Conference room on 1st Floor of Assam Regional Office, G.S. Road, Dispur, Guwahati - 781006. To be eligible to participate in the pre-bid, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 3 working days prior to the date of pre-bid meeting by email on dit.guwahati@nabard.org. All the clarifications of the pre-bid meeting will be part of tender and will be uploaded on NABARD website (https://www.nabard.org/English/Tenders.aspx).

Sealed offers should be submitted separately as follows:

In two Envelopes indicating clearly 'Envelope No.1' – Technical Bid and 'Envelope No.2' – Price Bid. The envelopes should be addressed to The Chief General Manager, Assam Regional Office, G.S. Road, Dispur, Guwahati - 781006, and superscribed “Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.”

Bidder must enclose Envelope no. 1 & 2 in a 3rd big envelope. The tenders should be submitted not later than 11:00 hrs. on 11 February 2021.
Envelope no. 1 shall contain:

a) “Technical bid” of tender with every page signed and stamped.

b) Integrity Pact on Rs. 100/- Non-Judicial Stamp Paper as per the format given in ‘Pre-Contract Integrity Pact’ (Schedule- 8) should be submitted along with the technical bid to become eligible to participate in the tender.

c) An initial part amount of Rs 49,000/- (Rupees Forty Nine Thousand Only) towards Earnest Money Deposit (EMD) will be required to submit by way of fund transfer through NEFT/RTGS to Current Account of NABARD. The account details are as under:

Name of Account : National Bank for Agriculture and Rural Development
Bank Name : NABARD
Branch Name : Head Office, Mumbai
Account Number (VAN) : NABADMN12
IFS Code : NBRD0000002 (Underlined figures to be read as zero)

Documentary evidence of deposit in the form of UTR / Receipt Voucher is to be enclosed with the technical bid. The Tender without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

d) Power of attorney authorizing the person to sign the tender.

2. Envelope No.2 shall contain:

a. Price Bid shall be addressed to THE CHIEF GENERAL MANAGER, NABARD, ASSAM REGIONAL OFFICE, G. S. ROAD, DISPUR, GUWAHATI – 781006.

b. Envelope No.2 shall not contain any condition whatsoever and any conditional bids shall be rejected.

c. Envelope No.2 will be opened on some suitable date, which will be communicated later on, after scrutiny of the documents submitted by bidders in envelope 1. Price Bid envelopes shall be opened only in respect of those bidders who is found to be eligible as per the prequalification criteria specified by NABARD and have complied with all the requirements in tender document.

If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.

Before filling up the tenders, the bidders may note the following:

a. The bids shall remain valid and open for acceptance for 03 months from the date of opening of Envelope No.1. If the bidder withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money of the bidder.
b. **Retention money deposit:** Retention money @ 5% will be recovered from the bill.

c. **Security Deposit:** Retention Money Deposit will form a total Security Deposit. The security deposit will be 5% of the total value of work executed. The Security Deposit will be refunded after the expiry of **defects liability period** of three (3) years.

d. **Time of Completion:** **(03 weeks):** Date of commencement shall be one-week from the date of issue work order. The work shall be completed within three (03) weeks from the date of commencement.

e. The quantum of liquidated **damages** for delay in completion of the works per week shall be calculated at **0.50%** of the estimated cost subject to maximum of **5%** of the accepted tender amount.

f. The bidder should quote the rates in figures as well as in the words. The rate for each item should be worked out and the requisite total amount shall be calculated accordingly. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.

h. The bidders must include in their tender prices quoted for all duties royalties, GST, cess and sales tax, works contract tax or any other taxes or local charges, transportation charges, labour charges etc. if applicable. No extra claim on this account will in any case be entertained.

i. The tender document must be filled in English. If any of the documents are missing or un-signed in price bid, the tender shall be considered invalid/ rejected. In case of technical bid, the details of incomplete or missing documents will be intimated to the bidder and the bidder has to submit all those documents within 4 days after communicating the same, otherwise the tender will be rejected.

j. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

k. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the bidder who resort to canvassing will be liable to rejection.

l. NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
m. NABARD also reserves the right to divide and distribute the work to more than one bidder at its sole discretion.

n. In case two or more tenderers quote identical/ equal amount, one more opportunity will be given to those tenderers to revise the rates.

o. Contract documents shall be executed within 10 days from the date of issue of the work order by the successful bidder in accordance with the agreement in the format prescribed herein. A work order by the National Bank for Agriculture and Rural Development of a tender will constitute a binding contract between the National Bank for Agriculture and Rural Development and the bidder so tendering, whether such formal agreement is or is not subsequently executed. Stamp duty in this respect shall be borne by the contractor.

p. Virtual completion: The virtual date of completion will be the date on which the work is completed in all respects as laid out in the contract and performance of the system accepted by the concerned officers by the Bank.

q. Defect liability period: The Defects Liability Period shall be for a period of three years and shall commence from the date of virtual completion. Any defect that may appear within the Defects Liability Period, shall be rectified by the Contractors without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the Bank, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Contractor at the cost and risk of the contractor. Only, after all the defects pointed out during the Defects Liability Period have been satisfactorily rectified by the Contractor will the release of the Security Deposit be considered.

r. For any clarification you may please contact officials of Department of Information Technology at 3rd floor.

Sd/-

(D. K. Gawali)
Deputy General Manager
Terms and Conditions

2.0 Scope of work:
The successful bidder needs to provide the following elements:

2.0.1 Supply:
   a) Licenses for all the Hardware, Software Components.
   b) Manuals of the Hardware and Software
   c) Media like recovery CD etc. in the form of CD, DVD, Pendrive etc.

2.0.2 Installation:
Installation, Commissioning & Configuration of the supplied equipment/Software’s at NABARD’s Assam Regional office, Guwahati-06.

2.0.3 Warranty support:
The successful bidder has to provide Comprehensive Post-installation warranty support for all the hardware, software, Installed & commissioned by them, for a period of Three (3) years, on site. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

2.1 Conditions of the TENDER:

2.1.1 Specific authorization from the original manufacturer of the Hardware and Software (wherever applicable) would be required for this tender.

2.1.2 Complete specifications of all the products and services recommended in the proposal inclusive of make/manufacturer/ developer shall have to be provided along with the technical bid. If not, bid will not be considered for commercial.

2.1.3 The bidder has to submit supporting documents along with the Technical bid that the bidder is authorized to bid the Hardware and Software (wherever applicable) [which are not their products] recommended by them in the proposal.

2.1.4 Submission of proposal in response to the Tender enquiry does not bind NABARD to award a purchase order for any service or product. NABARD would only deal with the successful bidder in matters related to Technical, Commercial and Legal aspects.

2.1.5 NABARD reserves the right to reject any particular bid or all the bids without assigning any reason whatsoever. Failure to select a bidder by NABARD shall not make NABARD liable to pay claim.

2.1.6 The bidder acknowledges the responsibility to respond promptly in contract with NABARD by submitting the proposal against this Tender enquiry. Failure to do so shall relieve NABARD of any contractual obligation to the bidder and NABARD reserves the right to select any other bidder for the awarded work.

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

2.1.8 The bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.

2.1.9 Any response or Communications whatsoever from the bidder received after the last date/time shall be strictly treated as invalid unless called for by NABARD.
2.1.10 No expense incurred by the bidder in the preparation of the quotation against the present tender enquiry shall be borne by NABARD. The submitted bids once opened shall not be returned to the bidder.

2.1.11 The price quoted for all components/products/services in the proposed solution should be competitive (which includes buy back amount).

2.1.12 The technical & functional specifications of all the items should comply with the criterion given under the relevant section of this tender. NABARD reserves the right to accept or reject any tender based on deviations (as per the discretion of NABARD), if any, from the technical specifications.

2.1.13 Any corruption/damage in the software or media (wherever applicable) provided by the bidder shall be rectified during the full warranty period of the contract at no extra cost to NABARD.

2.1.14 The hardware, software and the overall system shall be supported by the successful bidder for the entire period of warranty. The bidder is required to submit an undertaking to this effect along with the technical Bid. Absence of the undertaking shall make the Bid liable for rejection.

2.1.15 The bidder shall be responsible for installation, commissioning & configurations of the hardware and software and related activities (unpacking, uncrating, inspection etc.). They shall ensure physical availability of all items as per the packing list. 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.

2.1.16 The successful bidder shall provide Machine Installation Reports, Supply Completion Report and Performance Guarantee Certificate after completion of work.

2.2 **Eligibility Criterion:**

Bids 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 Bid.

2.2.2 The bidder should be direct channel partner of the OEM, preferably highest level channel partner and should be the one-point contact for the entire project.

2.2.3 The bidder should provide proper authentication from the manufacturer/OEM as per the proforma given in Part I schedule 7 of the Tender. Bids 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 Bid (if any).

2.2.5 The bidder should have a dedicated comprehensive support Service Centre at Guwahati and also able to arrange onsite support.

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

2.2.7 The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.
2.2.8 The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part of Technical Bid.

2.2.9 The Vendor/Bidder should submit its Organizational / Financial profile in the proforma detailed in Part 1 - Schedule 5 as a part of Technical Bid. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Bid.

2.2.10 The vendor/bidder should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than Rs. 7.43 lakh of the estimated cost of tender in each year. 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 Bid.

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

2.2.12 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% 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.

2.2.13 **Domestically Manufactured Electronic Products**

2.2.13.1 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.

2.2.13.2 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 such DMEP bidders.

2.2.14 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 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 5% 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 Schedule 4 of Part I. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier,
including warranty obligations. However, the Security is liable to be forfeited in case
the vendor/contractor commits breach of any of the terms and conditions of the
contract or fails to complete the work or deliver the goods/services. Bid Security will
be refunded to the successful bidder on receipt of Performance Security (Bank
Guarantee) in full. In case the vendor desires the bid security to be adjusted against
the Performance Security, the Performance Security or Bank Guarantee for the
balance amount shall be obtained.

2.2.15 Restrictions on Procurement from bidders from a country or countries
on grounds of defence, national security of India

I. Any bidder from a country which shares a land border with India will be eligible
to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder " (including the term 'tenderer', 'consultant' or 'service provider' in
certain contexts) means any person or firm or company, including any member
of a consortium or joint venture (that is an association of several persons or firms
or companies), every artificial juridical person not falling in any of the
descriptions of bidders stated hereinbefore, including any agency branch of office
controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose
of this Order means:-
   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity incorporated established or registered in such
      a country, or
   c. An entity substantially controlled through entities incorporated,
      established or registered in such a country or
   d. An entity whose beneficial owner is situated in such a country, or
   e. An Indian (or other agent of such an entity or
   f. A natural person who is a citizen of such a country or
   g. A consortium or joint venture where any member of the consortium or
      joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the
   natural person (s), who, whether acting alone or together or through one or more
   juridical person has a controlling ownership interest or who exercises control
   through other means.

Explanation-

a) " Controlling ownership Interest entitlement to more than twenty - five per cent
   of shares or capital or profits of the company

b) "Control shall include the night to appoint majority of the directors or to control
   the management or policy decisions including by virtue of their shareholding or
management rights or shareholders agreements or voting agreements,

2. In case of a partnership firm the beneficial owner is the natural person (s) who,
   whether acting alone or together, or through one or more juridical person, has
Ownership of entitlement to more than fifteen percent of capital or profits of the partnership,

3. In case of an unincorporated association of body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual.

4. Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealing with third person

2.3 Installation / Implementation Experience:

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

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

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

2.4 Validity period of the TENDER:

a) The quotation shall remain open for acceptance by NABARD for a period of 90 days from the date of opening of Financial 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 at its discretion.

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

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

2.6 **Opening of Quotation**

Part I of the quotation i.e. Technical Bids will be opened at 16:00 hours on 11th February 2021 at NABARD, Assam Regional Office, Guwahati-06 in the presence of the Vendors/Bidders who choose to remain present. The date of opening of Commercial Bids will be communicated separately.

2.7 **Earnest Money Deposit (EMD)**

The Vendor/Bidder shall deposit an EMD for an amount of Rs.49,000/- (Rupees Forty nine thousand only) to NABARD current account –

- **Account Name**: National Bank for Agriculture and Rural Development,
- **Bank Name**: NABARD
- **Branch Name**: Head Office, Mumbai
- **A/c No (VAN)**: NABADMIN12,
- **IFSC**: NBRD0000002 (underlined figures to be read as zero)

The UTR No for this transaction must be indicated in the Bid Document. **The option of submitting EMD as Bankers Cheque / Demand Draft/ Pay Order is not available.**

The EMD should form part of the Quotation Documents (Technical Bid - [Part I]) submitted by the Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

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

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

The EMD shall be forfeited:

i. If a Vendor/Bidder withdraws his Bid during the period of validity of the bid.

ii. If the successful Vendor/Bidder fails to execute the project satisfactorily within the stipulated time schedule.

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

2.8 **Bid Price**

Tender document may be downloaded free of cost from NABARD's website [www.nabard.org](http://www.nabard.org)
2.9 **Warranty period:**

During the warranty period of **03 (Three)** 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. In addition to this, the Vendor/Bidder shall update/upgrade the Software and also provide any new versions released as part of warranty.

2.10 **Performance:**

2.10.1 **Response Time to errors:**

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

2.10.2 **Spare parts:**

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

2.11 **Indemnity:**

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

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

The Bidder shall further indemnify NABARD against any loss or damage to NABARD's premises or property, NABARD's data, loss of life, etc., due to the acts of the Bidder's employees or representatves. **The successful Vendor/Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format (Part 1 – Schedule 3) within 15 (fifteen) days of award of tender.**

2.12 **Performance Bank Guarantee**

The successful Bidder shall, at his own expense, deposit with the Chief General Manager, NABARD, Assam Regional Office, Guwahati within 15 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of Part 1 - Schedule 4 for an amount equivalent to 5% of the of the total
order value of hardware and software in lieu of Retention Money Deposit (RMD) for the due performance and fulfillment of the warranty/contract by the Bidder.

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

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

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

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

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

2.13 Price Composition:

The price offered to NABARD must be in Indian Rupees, inclusive of all taxes and duties such as GST, etc. and packing forwarding, import and custom clearance, transportation, Insurance till delivery at NABARD, Assam Regional Office, Guwahati-06, cost of installation commissioning and comprehensive on-site maintenance services under warranty.

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, the benefits arising out of such reduction shall be passed on to NABARD.

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

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

2.14 No Price Variations

The commercial Bid 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 Bid validity period, the same shall be passed on to NABARD.

2.15 Import Obligations:

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

2.16 Terms of Payment

Payment will be made by NABARD according to the procedure and schedule mentioned below:
2.16.1 Supply of Hardware & Software Components:

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

2.16.2 Balance Payment:

10% of the total cost of Hardware & Software Components shall be paid after submission of Performance Bank Guarantee as per proforma indicated as per Part 1 - Schedule 4.

2.17 Term of execution of work:

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

2.18 Timely completion and Liquidated Damages:

If the Vendor/Bidder fails to effect and complete the work within the time as stipulated under the Section: "Term of execution of work", the Vendor/Bidder shall be liable to pay NABARD liquidated damages and not by way of penalty, a sum of 0.5% of the contract price for each completed week of delay in completion of work. The Vendor’s/Bidder’s such liability for the delay in completing the work shall not in any case exceed 5% of the contract price.

2.19 Agreement:

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

2.20 Confidentiality:

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

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

2.21 Settlement of disputes by Arbitration:

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

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

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

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

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

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

2.22 Order cancellation

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

a) Delay in delivery of the ordered equipment, etc., beyond four weeks from the date of acceptance/receipt of the work order (except with written permission from NABARD).

b) Delay in installation and commissioning of the system beyond four weeks from the date of acceptance/receipt of the work order (except with written permission from NABARD).

c) Any other appropriate reason in view of NABARD.

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

2.23 Right to Accept or Reject the Quotation

NABARD does not bind itself to accept the lowest bid or any or all Quotations and Reserves to itself the right to accept or reject any or all the 'Bids', either in whole or in part without assigning any reasons for doing so. If any conditions are stipulated at the time of submission of 'Bids', they will be Liable to be summarily rejected.

2.24 Right to alter quantities

NABARD reserves the right to alter quantities to be purchased on the same terms and conditions. Bidders are required to satisfy themselves by inspecting the laptops proposed under buyback before submitting their bids.
2.25 **Force Majeure**

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

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

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

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

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

2.26 **Evaluation Process**

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

a) Evaluation of Tender response (this may include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.)

b) The final decision regarding selection of Vendor/Bidder will be taken by NABARD after technical as well as commercial bid preferred by the bidders. The implementation of the project will commence upon successful negotiation of a contract between NABARD and the selected Vendor/Bidder. NABARD reserves the right to reject any or all proposals fully or partially.

c) Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.

d) Vendor/Bidder will submit a certificate as detailed in Part l Schedule 1, on the letterhead and duly signed by Authorized signatory. This certificate will also form part of Technical Bid.

2.27 **Pre-Contract Integrity Pact**

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in
Schedule No 8 of Part I. The **Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the tender document.**

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

**2.28 List of Laptops under buyback**

34 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. The buyback price of 34 Laptops quoted by the vendor must be inclusive of GST. The details of the Laptops is mentioned in Part-1 Schedule-6B
Dear Sir,

Sub: Tender for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.

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 Bid for supply of the equipment and services as detailed in your above referred inquiry.

We confirm that the Bid 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 Bid either in part or in full. If NABARD rejects the Bid in full or in part, NABARD may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:
Part- 1

Schedule 2

(Letter to NABARD on Vendor/Bidder’s letterhead. It may be ensured that Part I and Schedule 2 indicated above does not appear on the letterhead)

Backup Commitment from the Manufacturer for System Maintenance

The Chief General Manager,  
National Bank for Agriculture and Rural Development,  
Assam Regional Office,  
G. S. Road,  
Opposite Assam Secretariat  
Guwahati- 781006

Dear Sir,

Sub: Tender for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.

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/Business Partner) 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)
Part I

Schedule 3

(Letter of Indemnity and Undertaking)
(On Non-Judicial Stamp Paper of Rs. 500.00)

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Assam Regional Office,
G. S. Road,
Opposite Assam Secretariat
Guwahati- 781006

Dear Sir,

**Sub Tender for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.**

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

NOW THEREFORE THIS LETTER OR INDEMNİTY WITNESSETH THAT:

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

We, the said __________________________ hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said computer hardwares 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 computer hardwares”
We the said hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers or servants or agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

Yours faithfully

(Name and Designation) of Authorized Official

Signed and delivered by

The witness named

In the presence of

(i) Witness*

(ii) Witness*

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

Schedule 4

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

This deed of Guarantee executed at ______________ on this day of ____________ by Bank,
A banking company constituted under _________________________ Act having its
Branch Office at __________________________ (hereinafter referred to as “BANK”
which expression shall, unless repugnant to the context and meaning thereof, means and
includes its successors and assigns)

IN FAVOUR OF

National Bank for Agriculture and Rural Development, a body corporate established under the
National Bank for Agriculture and Rural Development Act. 1981 having its Head Office at Plot
No C-24, ‘G’ Block Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and having its
Assam Regional Office at address Guwahati-06 (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 Laptops at its Assam Regional
Office, Guwahati-06 (hereinafter referred to as "said works") and has requested a
______________________________ registered/established/constituted under/ by
_________________________ Act having its Head Office at __________ (hereinafter
referred to as “Contractor” which expression shall, unless repugnant to the context and
meaning thereof means and includes its successor and assigns) to submit its Bid to execute the
said works.

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

3. One of the conditions of the said tender is that the Contractor shall furnish to NABARD
a Performance Bank Guarantee (PBG) for an amount of 5% of the total value order of Laptops
i.e. Rs._______________(Rupees______________________only) in favour of NABARD for the
due and faithful performance of the contract in all respects as per the conditions as set forth
in the Tender by the Contractor.

4. The contractor has approached us for issuing a PBG in favour of NABARD for an
amount of Rs._______________(Rupees______________________only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor. We __________
(Name of the Bank) both hereby irrevocably and unconditionally guarantee to pay to
NABARD, forthwith on mere demand and without any demur, as may be claimed by NABARD
to be due from the contractor by the 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 suretyship 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 not withstanding any other security which NABARD may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

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

12) Notwithstanding anything contained herein:
   a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _______
      (Rupees ___________________________ only).
   b) This Guarantee shall remain in force up to ________________ or up to the date
      extended by renewal of this guarantee.
   c) Unless the demand/claim under this guarantee is served upon us in writing before ____
      or on or before the expiry of six months from the validity date extended by renewal of this
      guarantee. All the rights of NABARD under this guarantee shall stand automatically
      forfeited and we shall be relieved and discharged from all liabilities mentioned
      hereinabove.

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

Dated this ------ ----- day of ------------------- 2021 at

For and on behalf of ------------------- ----- Bank.

Sd/-
Organizational / Financial Profile of the Vendor/Bidder

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

2. Established since :

3. Address for Communication :

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

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

6. Others (please specify) ____________

   Position/Designation

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

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

9. Total Number of Employees :

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

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Sales turnover (Rs. Lakh)</th>
<th>Net Profit (Rs. Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Year</td>
<td></td>
<td></td>
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<tr>
<td>Last Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year Before Last</td>
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</tr>
</tbody>
</table>

List of reputed major Corporate Customers to whom the similar solution is provided

Please furnish details in the following format. Important: Indicate the contract details of at least 3 years.

<table>
<thead>
<tr>
<th>Name and address of the Customer with phone number</th>
<th>Approx. total units connected using devices supplied in Customer’s Organization</th>
<th>Year of Supply</th>
<th>Brief details of items supplied</th>
<th>Approx. Value of order (₹)</th>
<th>Whether the Customer is continuing under Warranty/AMC</th>
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<tbody>
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</tbody>
</table>

Signature of Vendor/Bidder

Name:
A) Detailed Specifications for Laptops (Windows)

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Component</th>
<th>Minimum Specifications</th>
<th>Specifications offered by Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CPU</td>
<td>Intel Core i5 10210U or above/ equivalent</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Memory</td>
<td>8 GB (DDR4)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Display</td>
<td>14 inches 1366 x 768 Anti-Glare</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>HDD</td>
<td>256 GB SSD</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Connectivity</td>
<td>10/100/1000 Gigabit Ethernet Port, 802.11 ac, Bluetooth®4.1</td>
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<tr>
<td>6</td>
<td>Ports</td>
<td>USB 3.0 Port : 1 or more</td>
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<tr>
<td></td>
<td></td>
<td>USB Type-C Port : 1</td>
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<td></td>
<td>HDMI Port : 1</td>
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<td>VGA port : 1</td>
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<tr>
<td></td>
<td></td>
<td>SD Card Reader : 1</td>
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<tr>
<td>7</td>
<td>Power Supply &amp; Battery</td>
<td>Integration Li-Ion 40 Whr battery/Battery Backup minimum 4 hours</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Operating System</td>
<td>Windows 10 Pro Preloaded</td>
<td>(No volume based license allowed)</td>
</tr>
<tr>
<td>9</td>
<td>Multimedia</td>
<td>Inbuilt speakers, Integrated Microphone, Integrated webcam</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Key Board &amp; Mouse Pad</td>
<td>Integrated Backlit Keyboard, Inbuilt Touchpad</td>
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<tr>
<td>11</td>
<td>Others</td>
<td>Laptop weight - less than 2 kg, Laptop Backpack (Bag), Security lock hole should be available</td>
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<tr>
<td>12</td>
<td>Warranty</td>
<td>Three-years Comprehensive On-site warranty from the OEM</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Compliance-Energy Efficiency</td>
<td>ROHS- complaint, Energy Star or repeat or equivalent Compliance</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Laptop/Desktop</th>
<th>Make</th>
<th>Model</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Laptops</td>
<td>DELL</td>
<td>Vostro 14</td>
<td>16</td>
</tr>
<tr>
<td>2</td>
<td>Laptops</td>
<td>HCL</td>
<td>HCL ME M 1014</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>Laptops</td>
<td>HP</td>
<td>ProBook 4430s</td>
<td>9</td>
</tr>
</tbody>
</table>
Part-I

Schedule 7

Manufacturer's Authorization Form (MAF)

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

Ref. No.______________________                                       dated ______________

To,
The Chief General Manager,
National Bank for Agriculture and Rural Development,
Assam Regional Office,
G.S. Road, Dispur,
Guwahati-781006

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 Bid 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.
PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as “The Principal”

And

…………………………………………. hereinafter referred to as “The Bidder”

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).

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)

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

c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the
Bidder(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) of foreign origin shall disclose the name and address of the
Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality
shall furnish the name and address of the foreign principals, if any.

e. The Bidder(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) 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) 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), 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) 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

(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)

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is:
Shri 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 as confidential. He/she reports to the Chairman, NABARD.

(3) The Bidder(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) Sub-with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract or 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 Regional office of Assam i.e. Guwahati.

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

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

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

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

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.
(For & On behalf of the Principal)
(Office Seal)

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

Place
________________________

Date
________________________

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)
Format of Complaint to Independent External Monitor

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

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

5. Nature of Complaint in brief : 

6. Supporting documents enclosed/evidence : 

7. Relief sought : 

Signature and date
Specimen of Letter of Authorization

To

The Chief General Manager,
National Bank for Agriculture and Rural Development,
Assam Regional Office,
G.S. Road, Dispur,
Guwahati - 781006

Dear Sir,

Subject:

We _______________________ (name of the company) have submitted our bid for participating in Bank’s Tender dated _____________ for _______________ . we also confirm having read and understood the terms of Tender as well as the scope of the work & requirements. As per the terms of Tender ender, 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 Name –</th>
<th>Name of Authorized Signatory –</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company / Organization –</td>
<td>Designation of Authorized Representative –</td>
</tr>
<tr>
<td>Designation –</td>
<td>Signature of Authorized Representative –</td>
</tr>
<tr>
<td>Address of Company/Organization-</td>
<td>Verified by -</td>
</tr>
</tbody>
</table>
FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
The Chief General Manager
NABARD
Assam Regional Office
G. S. Road, Dispur
Guwahati-06

Dear Sir,

We hereby confirm and declare that we, M/s --------------------------------------------, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For ..................................................

Authorised Signatory

Date:
PART - II

PRICE BID

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Assam Regional Office
G.S. Road, Dispur,
Guwahati
Telephone: 0361-2313228
Fax: 0361-2235657
Email: guwahati@nabard.org

Tender Document for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006.

Name of the Tenderer: ____________________________
Address: ________________________________________

Date of Pre Bid Meeting – 05 February 2021 at 14:30 hours
Last date for submission of Tender: 11 February 2021 upto 11:00 hours
Bill of Quantities

Tender Document for Supply, Installation, Testing, Configuration and Commissioning of 33 Laptops under buy-back arrangement with 34 old Laptops on “as is where is” basis for NABARD, Assam Regional Office, Guwahati-781006

(Amount in Rupees)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total (Rs)</th>
<th>GST etc.</th>
<th>Total inclusive (Rs)</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total (Rs)</th>
<th>Net amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Purchase of new Laptops</td>
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<td>A</td>
<td>Laptops</td>
<td>33</td>
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</tbody>
</table>

Net Amount in words:

Note:  
i) The rates and total amount shall be filled in both figures and words  
   ii) No Conditions and other information shall be indicated in the Price Bid

Place:

Date: Signature of Authorised person with Seal