



National Bank for Agriculture and Rural Development (NABARD)

National Bank Staff College (NBSC), Lucknow

National Bank for Agriculture and Rural Development (NABARD) invites e-bids through its e-Procurement portal (<https://nabard.eproc.in>) in two parts from all eligible bidders for Supply, Installation, Testing & Commissioning (SITC) of 45 Desktop PCs, 05 Three in One Laser Printers (Type-A4), 01 Network Colour Printer (Type-A4), 02 LCD Projectors and 13 Internal Hard Disk Drives (HDDs) (under buy-back arrangement on “as is where is” basis) at its Training Establishment i.e. National Bank Staff College (NBSC) Lucknow. The Bidding Document shall be obtained from the Bank’s office located at Sector-H, LDA Colony, Kanpur Road, Lucknow or downloaded from www.nbsc.in or <https://www.nabard.org> or <https://eprocure.gov.in>. The other details are given below:

Important Dates and Time

| | |
|---|--|
| Description of work | Supply, Installation, Testing & Commissioning (SITC) of 45 Desktop PCs, 05 Three in One Laser Printers (Type-A4), 01 Network Colour Printer (Type-A4), 02 LCD Projectors and 13 Internal HDDs at NBSC, Lucknow |
| Date of commencement of issue of RFP | 3:00 PM on 24 January 2020 |
| Cost of RFP document (on – refundable) | Rs.590/- (NIL in case downloaded from our website) |
| Earnest Money Deposit (Bid Security) | Rs.21,500/- |
| Issue of e-Tender and Commencement of Downloading e-Tender Document | 3:00 PM on 24 January 2020 |
| Time and Last Date of Submission of e-Tender | 3:00 PM on 14 February 2020 |
| Time and date of opening of Technical Bids/Tenders | 4:00 PM on 14 February 2020 |
| Time allowed for completion of work | 04 weeks from date of issue of purchase order |

(This document contains 42 pages including the Title Page & Table of Content)

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राष्ट्रीय बैंक स्टाफ महाविद्यालय
सैक्टर - एच,
एल.डी.ए.कालोनी,
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NBSC.LKO./

/ IT Assets/2019-20

24 January 2019

Dear Sir,

Notice Inviting Tender (NIT) for Supply, Installation, Testing & Commissioning (SITC) of Desktop PCs, Printers, LCD Projectors and Internal HDDs at NBSC, Lucknow

National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country. National Bank Staff College (NBSC), Lucknow intends to invite e-Tenders for Supply, Installation, Testing and Commissioning of Supply, Installation, Testing & Commissioning (SITC) of 45 Desktop PCs, 05 Three in One Laser Printers (Type-A4), 01 Network Colour Printer (Type-A4), 02 LCD Projectors and 13 Internal HDDs for its various departments at NBSC, Lucknow as per technical specifications mentioned in respective ***Schedule C***.

Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD's eProcurement portal (<https://nabard.eproc.in/>)

2. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow 'Bidding Manual' available on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e-procurement process (contact details are given below).

3. The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for download from 3:00 PM on 24th January 2020 and also on NABARD's website (for reference purpose) <https://www.nabard.org/>

as well as from Central Public Procurement Portal. There will be no charges for downloading the tender documents from the web site. However, hardcopy of the tender document issued by NBSC shall be charged at Rs.590/-.The same is to be remitted through e-transfer Rs. 590/-(Rupees Five Hundred Ninety Only) as the cost of the tender document, to be directly credited in NBSC's Current Account No. 912020055439842 with Axis Bank, Main Branch, 31/93 MG Road, Near Governor House, Lucknow, Uttar Pradesh 226001. IFSC Code No: UTIB0000053)

4. Tenderers are advised to submit e-tender (e-bids) through eProcurement portal of NABARD (<https://nabard.eproc.in/>) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. As a facilitating agency who have created exclusive 'Help Desk' / 'Support Team' for facilitation of bidders. Their contact details are mentioned as under:

- i. Fairlin Jivin 022-6686 5603
 - ii. Ujwala Shimpi 022-6686 5608
 - iii. Saranraj Niacker 022-6686 5609
- Email: nabardsupport@c1india.com

5. The tenderer / bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Financial Bid which should be completed in all respect. The same can be downloaded online from the NABARD's e-Procurement website viz. <https://nabard.eproc.in> .

6. Instructions regarding Technical Bid, Financial Bid, electronic bid (e-bid) submission process and description & scope of supply and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

7. It must be noted that the only Bidders / OEMs who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process.

8. Tenderer must implement Integrity Pact (IP) in the prescribed format (***Schedule H***) in all phases of the contract. (<http://www.cvc.nic.in>)

9. e-Tenders must be submitted online not later than 3:00 PM on 14 February 2020. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.

10. The Technical Bids will be opened online on 14 February 2020 at 4:00 PM at NBSC Conference Hall, Lucknow – 226010 in presence of the interested bidders who choose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorisation letter from the respective bidder on their letterhead for participating in the technical bid opening.

11. The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated separately to the technically qualified bidders only.

12. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

13. NABARD does not bind itself to accept the lowest bid (L1).

14. The decision of the bank shall be final and binding with regard to technical and financial bids and the e-tendering process.

15. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.

16. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ financial bid.

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

18. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserved the right to reject the tender.

19. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's e-Procurement portal , NABARD's and NBSCs website only.

II. Rates to be quoted

The rates quoted should be inclusive of all taxes like GST etc. Rates should be indicated separately for each item in the Schedule J. The indemnity bond for all the software

supplied shall be furnished in the prescribed pro forma as per Schedule G at the time of delivery of goods.

1. e-Tenders (technical bid) will be opened at 4:00PM on 14 February 2020.
2. The sum of Rs. 590/- towards cost of application is not refundable.

III. Earnest Money Deposit (EMD)

The EMD of Rs.21,500/- is to be directly credited in NBSC's Current Account No. 912020055439842 with Axis Bank, Main Branch, 31/93 MG Road, Near Governor House, Lucknow, Uttar Pradesh 226001. IFSC Code No: UTIB0000053).

EMD is not applicable to MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empanelled with NABARD itself.

IV. Warranty and AMC

The supplier should provide comprehensive on-site warranty of **03 year** as indicated in the technical specifications for the items supplied. Further, the supplier is also required to provide Technical / Maintenance support for the items supplied, for the period of warranty. However, NBSC reserves the right to award a third party AMC also. At any point in time, the supplier may be required to duly hand over the machines and components thereof to any party, which may be indicated by NBSC, for the purpose of further maintenance.

V. Delivery Schedule

If the quotation is accepted, the vendor would be required to complete the installation at site within **04 weeks** of our placing the purchase order. Time is the essence of the contract. Bank may include a penalty clause for unwarranted delay in supply or commissioning of equipment.

VI. Performance Bank Guarantee

To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder who has been awarded the contract. Performance Security is to be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Nationalized Commercial Banks or online payment in an acceptable form to safeguard the Bank's interest in all respects. The amount of Performance Security shall be **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 E**. 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.

VII. Indemnity Bond

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

The Bidder shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings. (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract, (ii) breach of any of the terms of this Tender or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder. (iv) Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to 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 representatives. The successful Vendor/Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format **Schedule G** within 30 (Thirty) days of award of tender.

VIII. Terms of Payment

- (1) **95%** of the total value of items will be released on supply, installation & submission of satisfactory equipment installation reports in triplicate.
- (2) Balance payment of **05%** of the total value of items will be released after submission of the bank guarantee as per pro forma indicated as per **Schedule E**. If bank guarantee is not submitted, the amount will be retained as security deposit for the period of warranty from the dates of installation.

IX. Eligibility Criteria

Only those bidders, who have minimum experience as given below in undertaking similar works, only need to apply for the work.

- 1) The bidder should have experience of 3 years of similar works
- 2) The bidder should also have done at least one of the following work assignment:
 - i) Three similar works whose individual value is not less than Rs.11.2 lakhs **or**
 - ii) Two similar works whose individual value is not less than Rs. 14.0 lakhs **or**
 - iii) One similar work whose value is not less than Rs.22.40 lakhs

and

- iv) Should have a turnover of Rs. 28.0 lakh each for the past three years
- 3) **For registered MSEs viz., DIC/KVIC/KVIB/NSIC** - L-1+15% shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone else and such MSE shall be allowed to supply to 20 percent of total tendered value. The 20% quantity is to be distributed proportionately among these bidders in case there are more than one MSMEs within such price band. Within this 20% a purchase preference of four percent (i.e. 20% is reserved for MSEs owned by SC/ST entrepreneurs (if they participate in the tender process and match the L1 price). Provided that in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub target shall be met out from other MSEs who would be treated as owned by SC/ST entrepreneurs.

4) Domestically Manufactured Electronic Products

i) 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.

ii) 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.

X. Submission of Quotation

The procurement shall be through e-tendering in o2 bid system i.e Technical Bid and Financial Bid.

A) *The Technical Bid (Part I) shall contain,*

1. Proof of e-payment of EMD of Rs.21,500/- and Cost of Application of Rs.590/- (NIL if downloaded from our website)
2. Copy of Income tax return, audited balance sheet in support of annual turnover
3. List of Customers with copies of work orders
4. Value of work executed, with certificate from employer
5. Brochures of products offered
6. PAN and GST certificates
7. Copy of Authorised dealer/ distributor certificate from manufacturer
8. Compliance to technical specifications (as per pro forma indicated in **Schedule C** for each make / model),

Technical e-Bid shall be opened on 14 February 2020 at 4:00 PM.

B) *The Financial Bid (Part II) shall contain* only duly filled in Bill of Quantities i.e. **Schedule J**. The online financial bids will be opened on a suitable date, only for those bidders who are found suitable and eligible in Technical bids as per the laid criteria, which will be communicated later.

C) TENDERS SUBMITTED IN A SINGLE BID, IF ANY, WOULD NOT BE OPENED.

D) Keeping in view the minimum technical specifications, bids, wherever possible, should be for 2-3 models of the same brand.

E) Technical e-Bid will be opened on 14 February 2020 in the presence of tenderers/ their authorised representative who choose to be present. After opening of the Technical bid and assessing the conditions, the date and timing of opening of Financial Bid shall be intimated to eligible vendors within a reasonable period.

F) Tenders received late on account of any reason whatsoever as also Telegraphic and Faxed Tenders shall not be entertained.

G) The tender shall not include any conditions whatsoever. In case, any conditions are included in the Tender the same shall not be taken in to consideration. The tender in such cases is liable to be rejected. Clarification, if any, shall be obtained from NBSC before submission of the tender

XI. Other Conditions

- a) All the items of the quotations including rate of Schedule - J shall be filled in by the tenderer. Otherwise quotation may be rejected.
- b) List of installations carried out in last 02 to 03 years along with the name of contact persons, contact number of the person and number of Computer items supplied must be given with the quotation.
- c) NBSC shall not be responsible for any damage to the equipment during transit.

- d) Tax will be deducted at source as per rules.
- e) Licensed copies of third party software / loaded software, if any relating to the machine / presentation slides etc. would have to be supplied by you without any additional cost.
- f) The supplier shall arrange the acceptance test at the site.
- g) On arrival of the equipment on site, the tenderer shall arrange for the following services without extra cost to the NBSC, namely:
 - (i) To carry out on-site unpacking and positioning of the equipment for installation.
 - (ii) To install and test the equipment and install the necessary software
- (h) NBSC reserves the right to accept / reject the quotation partially/ fully or change the number of equipment to be purchased / offered under buyback without assigning any reason.
- e) The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ financial bid.
- f) Liquidated Damages: If the Vendor/Bidder fails to effect and complete the work within the 04 week time as stipulated, the Vendor/Bidder shall be liable to pay NABARD liquidated damages and not by way of penalty, a sum of 0.25 % of the accepted tender value per week or part of the week subject to maximum of 5% of tender value for delay in supply of the goods
- g) Defects liability Period: 03 years from the date of virtual completion, as certified by National Bank Staff College.

XI. NBSC reserves the right to partly accept any or all the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NBSC for negotiation etc., if required. Tenders, which do not fulfill all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to **The, Principal, National Bank Staff College, Sector 'H', LDA Colony, Kanpur Road, Lucknow - 226012**, where information sought is not clearly indicated or specified. NBSC will issue clarifications to all the tenderers, which will become part of the contract document. NBSC will not be responsible if the discrepancies, omissions, ambiguities in the Tender documents or any doubts as to their meaning are not brought to the notice of NBSC, before three working days prior to the date of submission of the tender.

XII. Undertaking of Authenticity:

Bidders are required to submit Undertaking of Authenticity for the supplied IT Hardware.

(Sanjay Kumar)

Assistant General Manager

Encls: As above

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

FORM OF TENDER / REQUEST FOR QUOTATION (RFQ)

Place:

Date: _____

THE PRINCIPAL

NATIONAL BANK STAFF COLLEGE
SECTOR- H LDA COLONY
KANPUR ROAD
LUCKNOW-226012

Dear Sir,

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

MEMORANDUM

(a) Description of works : **(SITC) of Desktop PCs, Printers, LCD Projectors and Internal HDDs at NBSC, Lucknow**

(b) Earnest Money Deposit: **Rs. 21,500/-** (Rupees Twenty One Thousand Five Hundred only)

(c) RMD: **05%** of the total bill amount will be deducted as retention money deposit (RMD). The same will be released after submission of Bank guarantee. If Bank guarantee is not submitted then the amount will be retained as Retention Money Deposit for the warranty period.

(d) Time allowed for completion: **04 weeks** from date of issue of work order.

2. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said conditions of Contract annexed here to so far as they may be applicable or in default thereof to forfeit and pay to the NATIONAL BANK STAFF COLLEGE, Lucknow, the amount mentioned in the said conditions.

3. I/We have deposited a sum of **Rs. Rs. 21,500/-** (Rupees Twenty One Thousand Five Hundred only) as Earnest Money with NATIONAL BANK STAFF COLLEGE, Lucknow, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the NATIONAL BANK STAFF COLLEGE, Lucknow

4. Our bankers are:

(i)

(ii)

The names of partners of our firm are

(i)

(ii)

Name of the partner of the firm authorized to sign

OR

Name of person having Power of Attorney to sign the contract.
(Certified true copy of the Power of Attorney should be attached)

Yours faithfully

(Signature of Contractor)
(Signature and addresses of witness)

(1) _____

(2) _____

Introduction

1. National Bank for Agriculture and Rural Development (NABARD) invites e-bids through its e-Procurement portal (<https://nabard.eproc.in>) in two parts from all eligible bidders for Supply, Installation, Testing & Commissioning (SITC) of 45 Desktop PCs, 05 Three in One Laser Printers (Type-A4), 01 Network Colour Printer (Type-A4), 02 LCD Projectors and 13 Internal Hard Disk Drives (HDDs) (under buy-back arrangement on “as is where is” basis) at its Training Establishment i.e. National Bank Staff College (NBSC) Lucknow.

- 1.2 Offers are invited from established vendors, who have a minimum of three years of experience in supply of IT hardware and authorized resellers (gold partners or equivalent) of reputed OEM Manufacturers such as HP, Lenovo, Dell or equivalent.

2. Scope of work

Supply and installation of 45 Desktop PCs, 05 Three in One Laser Printers (Type-A4), 01 Network Colour Printer (Type-A4), 02 LCD Projectors and 13 Internal HDDs against buyback of items, configuration of which is given in **Schedule C**.

3. Eligibility Criteria

- 3.1 Those vendors who have at least three years of experience in supply of computer hardware and are certified partners of reputed OEM Manufacturers with an established service network in Lucknow, should respond to this RFQ. Vendor should submit documentary evidence “Manufacturer's Authorization Form” as per the format given in the **Schedule F** in respect of above-mentioned criteria while submitting the Proposal.

- 3.2 The vendor should provide documentary evidence for the following:

- i) Should have completed at least three works each of the value of Rs 11.20 Lakh **or**
- ii) Should have completed at least two works each of the value of Rs 14.0 Lakh **or**
- iii) Should have completed at least one work of the value of Rs 22.40 Lakh

and

- iv) Should have a turnover of Rs 28.0 Lakh each for the past three years

- 3.3 The vendor is not blacklisted by any Central/State Govt. Depts. /Public Sector Banks / Financial Institutions in India.

- 3.4 NBSC reserves the right to verify / evaluate the claims made by the vendor independently. Proposal of vendor, who do not fulfil the above criteria or who fail to submit documentary evidence thereon, would be rejected.

4. Bid Security (EMD)

- 4.1 The vendor shall furnish a Bid Security in the form of a e-transfer for an amount of **Rs. 21,500/-** (Rupees Twenty One Thousand Five Hundred only)

- 4.2 The bid security should form part of the Technical Bid (Part I) submitted by the vendor. Failure to comply with this condition, viz., non-submission of Bid Security amount mentioned above shall result in summary rejection of the tender offer. Submission of the Bid Security in the Financial Bid (Part II) shall render the bid being rejected on the grounds of non-submission of the Bid Security.
- 4.3 The bid security of unsuccessful vendors shall be returned within two weeks after the successful completion of the Bid Process. NO INTEREST is payable on such amount.
- 4.4 The bid security of successful vendor will be returned only upon the vendor's completion of indicated scope of work. NO INTEREST would be payable on this amount.
- 4.5. The bid security shall be forfeited:
- i. If a vendor withdraws his offer during the period of validity of the bid.
 - ii. If the successful vendor fails to execute the project within the stipulated time schedule.
- 4.6 If the vendor fails to deliver all the products ordered within the stipulated time schedule or by the date extended by NBSC, it will be a breach of contract. In such case, NBSC may foreclose the aforesaid security without any notice.

5. Availability of RFQ

- 5.1 The vendors can use the RFQ document uploaded on our website www.nbsc.in or www.nabard.org or <https://eprocure.gov.in> for submission.

6. Term of execution of work

- 6.1 The vendor shall deliver and complete the installation of all the devices within 04 weeks from the date of issue of the Purchase Order.

7. Delivery Condition

- 7.1 The 45 Desktop PCs, 05 Three in One Laser Printers (Type-A4), 01 Network Colour Printer (Type-A4) , 02 LCD Projectors and 13 Internal HDDs are to be supplied and installed at NBSC, Lucknow.
- 7.2 The vendor may prepare three sets of Installation reports for each item countersigned by NBSC representative, one to be submitted to NBSC at the time of Installation, one copy to be submitted along with the bill and one to be retained by the vendor.
- 7.3 The products will be accepted by NBSC only after the completion of installation and due signing of the installation reports. The vendor shall insure the products against any damage arising due to transportation and handling at both vendor location as well as delivery location.
- 7.4 If the vendor fails to deliver all the products ordered within the stipulated time schedule or by the date extended by NBSC, it will be a breach of contract. In such case, NBSC may foreclose bid security amount without any notice.

8. Two Part Bid:

- 8.1 The Bid will be in two parts: Technical Bid (Part I) & Financial Bid (Part II). Both the parts must be submitted at the same time but in separate online applications through NABARDs e-Procurement portal (<https://nabard.eproc.in>) only.
- 8.2 The Financial Bid should give all relevant price information and quote prices only in Indian Rupees. It should not contradict the Technical Bid in any manner. It should comprise of Bill of Material as per **Schedule J**. This must contain all price information. **The Financial Bid should not be conditional.**
- 8.3 The bids must be submitted through online mode on or before 14 February 2020 by 3:00PM.

9. Offer Validity Period

The offer should remain valid for a period of 03 months from the date of opening of price bid. NBSC reserves the right to request the vendors for extension of offer validity.

10. Technical Bid

- 10.1 The Technical Bid (Part I) should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However, Technical Bid should confirm that all required rates have been quoted in Financial Bid, without showing the actual amounts in the Technical Bid. Any software(s) or component supplied free along with the system must be indicated separately and specifically. Complete details must be mentioned. Comments like “Yes”, “Complied”, “OK” may lead to rejection of the offer.
- 10.2 The Technical Bid must be submitted in an organized and structured manner.
- 10.3 The Technical Bid should comprise of following.
- (i) Acceptance of Terms and Conditions (Refer **Schedule – A**).
 - (ii) Organisational profile duly filled in (Refer **Schedule – B**).
 - iii. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid Schedules and other claims made by the vendor. These should be filed separately and properly indexed for easy reference.
 - iv. Technical offer by bidders (Refer **Schedule- C**)
 - v. Photocopy of applicable Bid security as proof of a e-transfer.
 - vi. Letter from the principal vendor addressed to NBSC, certifying that the vendor is an Authorised Reseller and authorized to enter the service agreement on behalf of the OEM. (As per **Schedule F**)
 - vii. Integrity Pact (As per **Schedule H**)

11. Erasures or Alterations

- 11.1 Technical details and commercial quotes must be completely filled up and should be typed neatly. Handwritten information will not be accepted. The corrections or alterations, if any should be authenticated. In the case of the corrections / alteration not properly authenticated, the offer will be liable for rejection.

12. Price Composition

- 12.1 The prices should be quoted only in Indian Rupees.
12.2 The prices should be inclusive of all taxes, duties, local levies, etc.

13. No Price Variations

- 13.1 The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered during the offer validity period.

14. Evaluation process

- 14.1 Only e-bids received on or before the stipulated date and time for responding to the RFQ will be considered for further evaluation.
- 14.2 Technical bids will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the RFQ. Financial bids of only those vendors, who qualify in the technical evaluation, would be opened. If required, L1 bidder shall be decided separately for Desktop PCs, Printers, LCD Projectors and Internal HDDs.
- 14.3 NBSC reserves the right to reject any or all offers under any of the following circumstances:-
- i. Bid security / bid document fee is not submitted
 - ii. Offer is incomplete and / or not accompanied by all stipulated documents
 - iii. Offer is not in conformity with the terms and conditions stipulated in this document and letter as per Schedule A is not submitted.

15. 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 pro forma of the same is furnished in **Schedule H**. 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 pro forma (***Schedule I***) of the Integrity Pact.

15. No commitment to accept lowest or any tender

- 15.1 NBSC shall be under no obligation to accept the lowest or any other offer received in response to this RFQ and shall be entitled to reject any or all offers without assigning any reason whatsoever.

16. Right to alter quantities

- 16.1 NBSC will be free to either reduce or increase the quantity to be purchased on the same terms and conditions. NBSC reserves the right to alter quantities.
- 16.2 NBSC also reserves the right to place further / repeat order at the special rates offered.

17. Payment Terms

- B) No payment will be made in advance.
- C) 95% (Ninety Five Percent) of the payment due upon successful delivery and installation of the products against submission of Bills Invoice, delivery challan and Installation reports
- D) Remaining 05% of the payment will be released upon submission of (Letter of Indemnity and Undertaking) as per Schedule G and Bank Guarantee (Schedule E). If Bank guarantee is not submitted then the amount will be retained as Retention Money Deposit for the warranty period.
- E) All payments will be made electronically.

18. Order Cancellation

- 18.1 If the vendor fails to deliver all the products ordered within the stipulated time schedule or by the date indicated by NBSC, it will be a breach of contract. In such case, NBSC reserves the right to cancel the order without assigning any reason therefore and may foreclose bid security amount without any notice.

19. Confidentiality

- 19.1 Any publicity by the vendor in which the name of NBSC is to be used should be done only with the explicit written permission from NBSC. The vendor should not disclose the technical / commercials offers to NBSC and also the terms & conditions to any other third party without prior written permission of NBSC.

20. Force Majeure

- 20.1 In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such

factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. Decision of NBSC in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

21. Indemnity

- 21.1 The vendor shall indemnify NBSC against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of the required licenses and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The vendor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The successful vendor is required to submit a “Letter of Indemnity and Undertaking” as per the prescribed format at “Schedule G” within Thirty (30) days of awarding the tender.

22. Dispute Resolution

- 22.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (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.
- 22.2 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, then the sole arbitrator shall be appointed as hereinafter provided.
- 22.3 In case vendor raises a dispute and the same is referred to arbitration, NBSC shall send to vendor a list of three names of persons who shall be presently unconnected with NBSC or vendor. Vendor shall, on receipt of the names as aforesaid, select any one person so named to be appointed as sole arbitrator and communicate his name to NBSC within 30 days of receipt of the names. Vendor shall thereupon without delay appoint the said person as the sole arbitrator. If vendor fails to select the person as sole arbitrator within 30 days of receipt of the panel NBSC shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to vendor. 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 NBSC from the above list of persons.
- 22.4 In case NBSC raises a dispute and the same is referred to arbitration, vendor shall send to NBSC a list of three names of persons who shall be presently unconnected with vendor or NBSC. NBSC shall, on receipt of the names as aforesaid, select any one person out of the panel of three so named to be appointed as sole arbitrator and communicate his name to vendor within 30 days of receipt of the names. Vendor shall thereupon without delay appoint the

said person as the sole arbitrator. If NBSC fails to select the person as sole arbitrator within 30 days of receipt of the panel, vendor shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to NBSC. 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 vendor from the above list of persons.

- 23.4 The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as in force and as amended from time to time. Where the parties appoint an Arbitrator, as per the procedure mentioned hereinabove, the award of the Arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award. It is hereby agreed that the Arbitrator shall not have powers to order any interim measures whatsoever during the course of arbitration.
- 23.5 The fees, if any, of the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator as the case may be in the award.
- 23.6 All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Lucknow only and Courts in Lucknow only shall have jurisdiction to determine the same.

23. Limitation of Liability

The maximum average liability of the vendor will be to the extent of the purchase order value. All indirect and consequential damages under this agreement are excluded except for the warranties and representations expressly stated herein.

24. Right to Accept/Reject the Offer

- 24.1 NBSC reserves the right to accept or reject any offer submitted in response to this RFQ and to annul the process at any time prior to placing of purchase order, without thereby incurring any liability to the affected vendor or any obligation to inform the affected vendors of the grounds for NBSC's action.

--END--

Schedule – A
(Acceptance of Terms and conditions)
(Letter on the vendor's letterhead)

To
Principal
National Bank Staff College
Sector H, LDA Colony, Kanpur Road
Lucknow - 226012

Dear Sir,

Sub: RFQ for “SITC of Desktop PCs, Printers, LCD Projectors and Internal HDDs at NBSC, Lucknow”

With reference to the above RFQ, having examined and understood the instructions, terms and conditions forming part of the RFQ, we hereby enclose our offer for the supply of **Desktop PCs, Printers, LCD Projectors and Internal HDDs** as detailed in your above referred RFQ.

2. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFQ and all required information as per Schedule B . We have enclosed a technical and commercial bid as per the format indicated in the RFQ.
3. We also confirm that our offer remains valid for 03 months from the date of opening of price bids. We also understand that NBSC is not bound to accept the offer either in part or in full and that it has right to reject the offer in full or in part without assigning any reasons whatsoever.
4. We furnish here under the details of e-transfer submitted towards RFQ document fees and bid security.

| | |
|--------------------------|--|
| Bid Security Details | |
| E-receipt No. | |
| Date | |
| Name of the Issuing Bank | |
| Name of the Branch | |
| Amount | |

Yours faithfully,

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

Date:

Schedule - B
(Organization Profile)

The details filled in this form must be truthful and complete. The vendor should be able to provide sufficient documentary evidence, if sought, failing which the offer will be rejected summarily.

| SNo. | Details | Response | Remarks |
|-------------|--|--|----------------|
| 1. | Name of the Vendor | | |
| 2. | Address of the Registered Office | Address: Telephone: Email: | |
| 3. | Address of the office at Lucknow | Address: Telephone: Email: | |
| 4. | Name and Designation of the authorized to make commitments to the Bank | Name: Designation: Mobile: Email: | |
| 5. | Category of the Firm OEM Authorised Dealer Distributor of OEM Gold partners Any Other | | |
| 6. | Authorisation Certificate from the Manufacturer (MAF) is Attached (Yes No) | Yes No | |
| 7. | i. GSTN Number ii. Income Tax Number iii. PAN | | |
| 8. | Number of years in Computer Hardware | | |
| 9. | Number of years in the Business as Authorised dealer for the OEM whose products are quoted | | |

| | | | |
|-----|---|-----------------|--|
| 10. | Turnover a. 2016-17 b. 2017-18 c. 2018-19 NB: Provide only the figures | | |
| 11. | Profit a. 2016-17 b. 2017-18 c. 2018-19 NB: Provide Only the Figures | | |
| 12. | Details of customers whom similar products were supplied in the past two years including client details like contact person/number etc. (NB:- Indicate only customers to | | |
| | | Contact Details | No. of Desktop PCs/Printers/LCD Projectors |
| | Customer (1) | | |
| | Customer (2) | | |
| | Customer (3) | | |
| 13. | Name and address of Banker | | |
| 14. | Bank Account Details | | |
| | Bank Name | | |
| | Account Type | | |
| | Account No | | |
| | IFSC Code | | |
| | Branch Name | | |

(Please submit self -attested copies of GST, firm Registration, PAN, cancelled cheque)

Schedule – C
(Technical Specifications)

Conventional Desktop (Windows)

Brand: _____

Model No.: _____

| S.No . | Item | Minimum Specifications | Specification offered by Vendor* |
|-------------------------|------------------|--|---|
| 1 | CPU | Intel i5-8500 Processor or above/equivalent | |
| 2 | Memory | 8 GB (DDR4) | |
| 3 | Chipset | Intel Chipset Motherboard with onboard Graphics sound card and Ethernet port or equivalent | |
| 4 | Monitor | Monitor 18.5" | |
| 5 | HDD | 256 GB (Solid State Drive) | |
| 6 | Ports | 6 USB (at least 2 on the Front Side and at least 2 USB 3.0) | |
| 7 | Key Board/Mouse | Standard Key board and USB Optical/ Laser Scroll Mouse | |
| 8 | Operating System | Windows 10 Professional pre-loaded (No volume based license allowed) | |
| 9 | Compliance | Energy Star Compliance, RoHS, TPM 2.0 or equivalent | |
| 10 | Warranty | 03 year Comprehensive On-site warranty provided by OEM (note: not by vendor) | |

* Give complete details

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

Schedule – C
(Technical Specifications)

3 in 1 (Print, Copy & Scan) Laser Printer (Type-A4 size print output)

Brand: _____

Model No.: _____

| S.No. | Feature | Minimum Specification | Specification offered by Vendor * |
|--------------|-----------------|---|--|
| 1 | Resolution | 1200 × 1200 dots per inch (dpi) | |
| 2 | Print Speed | 28 pages per minute or above | |
| 3 | Duplex Printing | Automatic two sided printing/scanning | |
| 4 | Connectivity | Hi Speed USB 2.0 and Ethernet 10/100 | |
| 5 | Warranty | 03 years Comprehensive onsite warranty from OEM | |

* Give complete details

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

Schedule – C
(Technical Specifications)

Network Colour Laser Printer (Type-A4 size print output)

Brand: _____

Model No.: _____

| S.No. | Feature | Minimum Specification | Specification offered by Vendor * |
|--------------|-----------------|---|--|
| 1 | Resolution | 600 × 600 dots per inch (dpi) for both Colour and B/W | |
| 2 | Print Speed | 21 pages per minute for B/W and Colour | |
| 3 | Duplex Printing | Automatic two sided Printing | |
| 4 | Connectivity | Hi Speed USB 2.0 and Ethernet 10/100 | |
| 5 | Warranty | 03 years Comprehensive onsite warranty from OEM | |

* Give complete details

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

Schedule – C
(Technical Specifications)

LCD Projector

Brand: _____

Model No.: _____

| Sl. No. | Feature | Minimum Specifications | Specification |
|----------------|------------------------------|--|----------------------|
| 1 | Technology | LCD / DLP | |
| 2 | Picture Brightness | 3000 ANSI Lumens or above | |
| 3 | Panel Resolution | 1280 x 800 pixels (WXGA) and above | |
| 4 | Projection Lamp | UHP 200w or above | |
| 5 | Keystone Correction | U/D ratio 20:01 or $\pm 30\%$ | |
| 6 | Life of Lamp (standard Mode) | 4000 hours or above | |
| 7 | Contrast ratio | 10000:1 (Full white / full black) or higher | |
| 8 | Zoom / Focus | 1.1x or above Manual Zoom / Manual Focus | |
| 9 | Screen Size | Adjustable from 30" to 300 inches | |
| 10 | Throw Distance | 1.2 M. to 8 metres or better | |
| 11 | Terminals /Interface | Computer Input / Output, Computer Audio Input, USB3.0 compatible with USB 2.0, Computer control port, S– video input, AV input, Audio output, RJ-45, HDMI 1.4 cable with preferably length of at least 5 metres. | |
| 12 | Color System | PAL / SECAM / NTSC / NTSC4.43 / PAL-M/N | |
| 13 | Net Weight | Less than 4 kg | |
| 14 | Wireless Connectivity | Wireless Capability along with Manufacturer's USB Wireless LAN adaptor (to be supplied as accessory with projector) | |
| 15 | Standard Accessories | Computer Cable, Control Cable, Lens cover, Carrying Case, Remote control, Software, AC power supply cord, Laser Pointer, Dust Cover, etc. | |
| 16 | External Projection Screen | May be purchased (of suitable size and model) as per requirement. | |
| 17 | Warranty | 3 years of Comprehensive On-site warranty from OEM | |
| | | | |

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

Schedule – C
(Technical Specifications)

Internal Hard Disk Drives

Brand: _____

Model No.: _____

| S.No. | Feature | Minimum Specification | Specification offered by Vendor |
|--------------|--|---|--|
| 1 | Internal Hard Disk Size | 1 TB | |
| 2 | Hardware Interface | SATA 6.0 Gb/s | |
| 3 | Cache Memory Size | 128MB | |
| 4 | Item Dimensions (Length * Breadth * Height) | 6.9 x 10 x 0.7 Centimetres | |
| 5 | Item Weight | 90 grams | |
| 6 | Warranty | 03 years of Comprehensive On-site warranty from OEM | |

Schedule – D
(Configuration of PCs/Printers/Projectors under Buyback)

| Make | Nos. |
|---|-------------|
| Old desktops of HCL, HP & Dell make on as is where is basis | 59 Nos. |
| Old Printers of HP/Samsung/Ricoh make on as is where is basis | 28 Nos |
| Old Projectors of Panasonic/BenQ make on as is where is basis | 02 Nos |
| Old Scanner of HP make on as is where is basis | 02 Nos |

Note: Actual quantity may vary

Schedule E

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 Training Establishment i.e. National Bank Staff College(NBSC) at
Lucknow (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 Desktop PCs, Printers, LCD
Projectors and Internal Hard Disk Drives at its National Bank Staff College(NBSC)
(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 successors 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 PCs and Peripherals i.e. _____ (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 (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 way of loss or damage caused to or

would be caused to or suffered by NABARD by reason of failure to perform the said works as per the said contract.

2). Notwithstanding anything to the contrary, the decision of NABARD as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask NABARD to establish its claim or claims under this Guarantee but shall pay the same to NABARD forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by NABARD on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABARD and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3). This Guarantee shall expire at the close of business hours on_____ (this date should be the date of expiry of the warranty/contract plus 180 days) without prejudice to NABARD's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

4). The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABARD in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of NABARD under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABARD certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5). In order to give full effect to the Guarantee herein contained, NABARD shall be entitled to act as if the Bank is NABARD's principal debtors in respect of all NABARD's claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6). The Bank agrees with NABARD that NABARD shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by NABARD against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of NABARD or any other indulgence shown by NABARD or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7). The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of NABARD by any amalgamation or absorption or with the contractor, Bank or NABARD, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8). This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9). Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

10). It shall not be necessary for NABARD to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which NABARD may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

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

12). Notwithstanding anything contained herein: - a) Our liability under this Bank Guarantee shall not exceed and is restricted to _____ (Rs. _____ only)

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

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

Dated this ----- day of ----- 2020 at

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

Sd/_____

Schedule - F
(Manufacturer's Authorization Form [MAF])

Ref. No:

Date:

To
Principal
National Bank Staff College
Sector H, LDA Colony, Kanpur Road
Lucknow - 226012

Dear Sir,

**Sub: Supply of Desktop PCs, Printers, LCD Projectors and Internal HDDs at
NBSC, Lucknow**

Ref: Your RFQ 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 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.

Schedule - G
(Letter of Indemnity and Undertaking)
[To be submitted by the successful vendor after Issuance of PO]
((To be stamped on Rs.500/- stamp paper))

To
Principal
National Bank Staff College
Sector H, LDA Colony, Kanpur Road
Lucknow - 226012

Dear Sir

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing and Commissioning of Desktop PCs, Printers, LCD Projectors (under buy-back arrangement) and Internal HDDs for various departments of its Training Establishment i.e. National Bank Staff College (NBSC), Lucknow

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 Training Establishment i.e. National Bank Staff College (NBSC), Lucknow (hereinafter referred to as 'NABARD') agreed to purchase hardware/Software for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

Schedule-H
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.

Section2 – 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:

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 his 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 Head Office of the Principal, i.e. Mumbai.

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

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

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

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

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

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

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

Place
Date

Witness 1:
(Name &Address)
Witness2:
(Name &Address)

Schedule I

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

Part II –Financial Bid

Schedule-J

Name of the Agency : _____

Permanent Address : _____

Local Address : _____

Name of the contact Person : _____

Telephone No. : _____ **Mob.:** _____

Email id : _____

Offer by agency for new items:

| S.No | Item | Unit Rate(Inclusive of all taxes) (Rs.) | No. of Units | Total (Inclusive of all taxes)(Rs.) | |
|------|---------------------------------------|--|--------------------|-------------------------------------|------------|
| | | | | (In Figures) | (In words) |
| 1 | Desktop PCs | | 45 | | |
| 2 | Three in One Laser Printers (Type-A4) | | 05 | | |
| 3 | Network Colour Printer(Type-A4) | | 01 | | |
| 4 | LCD Projector | | 02 | | |
| 5 | Internal HDDs | | 13 | | |

Buy-back offer by agency for old items:

| S.No | Item | Unit Rate (Rs.) | No. of Units | Total (Inclusive of all taxes) (Rs.) | |
|------|--|--------------------|-----------------|---|------------|
| | | | | (In Figures) | (In words) |
| 1 | Desktops PCs | | 59 | | |
| 2 | Printers(including 01 Colour Printer) | | 28 | | |
| 3 | Projector | | 02 | | |
| 4 | Scanner | | 02 | | |

Note:

- Unit Price as well as the Total Cost must be quoted in WORDS AND FIGURES.
- In case of any discrepancy, unit price quoted in words will be considered for computation of Total Cost.

- iii. The prices quoted should be inclusive of all applicable taxes, duties, octroi and local levies, however, the details of all these are to be mentioned clearly.

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