

Bid Document

Bid Details	
Bid End Date/Time	28-03-2022 17:00:00
Bid Opening Date/Time	28-03-2022 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Finance
Department Name	Department Of Financial Services
Organisation Name	National Bank For Agriculture And Ruraldevelopment
Office Name	Chhattisgarh Regional Office
Total Quantity	31
Item Category	Laptop-Notebook (Q2) , All in One PC (Q2) , Headset Rev 1 (Q3) , scanners (Q2)
Minimum Average Annual Turnover of the Bidder	9 Lakh (s)
OEM Average Turnover (Last 3 Years)	9 Lakh (s)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	60 %
Bid to RA enabled	No
Primary product category	scanners
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	AXIS BANK LTD
EMD Percentage(%)	2.00
EMD Amount	34443

ePBG Detail

Advisory Bank	AXIS BANK LTD
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Assistant Manager

NABARD Chhattisgarh Regional Office, Department of Financial Services, National Bank for Agriculture and Rural Development, Ministry of Finance
(Prem Kumar)

Splitting

Bid splitting not applied.

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Laptop-Notebook (20 pieces)

Brand Type	Registered Brand
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Technical Specifications* [As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Processor	Processor Make	Intel
	Processor Generation	11.0 Or higher
	Number of Cores per Processor	4, 6, 8 Or higher
	Processor Description	Intel Core i5, Intel Core i7 Or higher
	Processor Number	Intel Core i7 1165G7, Intel Core i5 1135G7, Intel Core i7 11850H, Intel Core i7 11800H, Intel Core i5 11500H, Intel Core i5 11400H, Intel Core i7 1195G7, Intel Core i7 11375H, Intel Core i7 1185G7, Intel Core i7 11370H, Intel Core i5 1155G7 Or higher
Graphics	Size of Memory in Case of Dedicated Graphic Card (GB)	0, 1, 2, 3, 4, 6 Or higher
Operating System	Operating System (Factory Pre-Loaded)	Windows 10 Professional, Windows 10 Pro (64 bits)
Memory	RAM Size (GB)	16, 32, 64 Or higher
Storage	Type of Drives used to populate the Internal Bays	SSD
	Total HDD Capacity (GB)	500, 1000, 1500, 2000, 2500, 3000, 0 Or higher
	Capacity of each SSD (GB)	512
	Total SSD Capacity (GB)	512, 768, 1024, 1280, 2048, 4096 Or higher
	Capacity of each SSHD (GB)	8 GB Flash + 500 GB @5400 rpm, 8 GB Flash + 1000 GB @5400 rpm, 8 GB Flash + 2000 GB @5400 rpm, NA Or higher
	Total SSHD Capacity in addition to 8 GB Flash (GB)	500, 1000, 1500, 0 Or higher
Connectivity	Wireless Connectivity	Yes
	Number of Ethernet Ports	1 Or higher
Display	Display Size (Inch)	14, 15, 15.4, 15.6, 16 Or higher
	Display Type	Non Touch, Touch Or higher
	Display Resolution (Pixels)	1366x768, 1440 x 900, 1600 x 900, 1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2304 x 1440, 2560 x 1600, 2736 x 1824, 2880 x 1800, 2256x1504, 3000x2000, 3240x2160, 3272 x 1920, 2880 x 1920, 3072 x 1920 Or higher
Miscellaneous	Optical Drive	Integrated, External, NA Or higher
Power	Battery Backup Time (Hours)	8.0 - 22.0 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
Warranty	Battery Warranty	3, 4, 5 Or higher
	On Site OEM Warranty (Year)	3

Additional Specification Parameters - Laptop-Notebook (20 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
1. Intel core I5 10210U equivalent or above 2. 16 GB (DDR4) RAM 3. 14 inches 1366x768 Anti Glare 4. 512 GB GBM.2 PCI NVME 2400 MBPS (SSD) 5. 10/100/1000 Gigabit Ethernet port, Wi-Fi 802.11 ac, Bluetooth 4.1 6. USB 3. X port: 1 or more	1. Intel core I5 10210U equivalent or above 2. 16 GB (DDR4) RAM 3. 14 inches 1366x768 Anti Glare 4. 512 GB GBM.2 PCI NVME 2400 MBPS (SSD) 5. 10/100/1000 Gigabit Ethernet port, Wi-Fi 802.11 ac, Bluetooth 4.1 6. USB 3. X port: 1 or more
7. USB type C port: 1 8. HDMI port: 1 9. SD Card reader:1 10. Integrated Li Ion 40 whr, minimum backup 8 hrs 14. Laptop Weight less than 1.75 kg, Laptop Backpack and security lock hole in the backpack	7. USB type C port: 1 8. HDMI port: 1 9. SD Card reader:1 10. Integrated Li Ion 40 whr, minimum backup 8 hrs 14. Laptop Weight less than 1.75 kg, Laptop Backpack and security lock hole in the backpack
11. Windows 10 PRO preloaded (No volume based license allowed) 12. Inbuilt Speakers, Inbuilt Microphone, Integrated webcam 13. Integrated backlit keyboard, Inbuilt Touchpad	11. Windows 10 PRO preloaded (No volume based license allowed) 12. Inbuilt Speakers, Inbuilt Microphone, Integrated webcam 13. Integrated backlit keyboard, Inbuilt Touchpad
15. 3 years' comprehensive onsite warranty from the OEM including battery 16. RoHS compliant, Energy Star or EPEAT or equivalent compliance	15. 3 years' comprehensive onsite warranty from the OEM including battery 16. RoHS compliant, Energy Star or EPEAT or equivalent compliance

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Prem Kumar	492101,NABARD, Plot No.-1, Opposite Central Park, Sector-24, Naya Raipur, Chhattisgarh	20	90

Buyback Detail

Item Name	Buyback Desktop
Item Description	40 Desktops-Make ACER 6 Desktops-Make Lenovo
Serial No.	Series: UXVMJSI093H14051.. PC0J5R.. PC0J2...
Model	Veriton M200-Q170, VM2610, A00000, 30AUA0QQ00
Brand	Acer and Lenovo
Year of Manufacturing	2017
Purchase On	2017-03-31
Age	05
Size	21.5
Rating	7
Quantity	46
Unit	forty six
Remark	The mouse will not be included in the buyback package Few Desktops may be in less good shape than others. The ratings above depict the average state.
Uploaded Image	View Uploaded Image

Disclaimer

The vendor will be responsible for the un-installation of Buyback items.
The vendor will be entirely responsible for the safe disposal of old items without affecting the environment anymore.
All the relevant rules and regulations applicable on buyback items shall be strictly followed by the vendor

All In One PC (5 pieces)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Processor	Processor Make	Intel
	Processor Generation	11.0 Or higher
	Number of Cores per Processor	8, 10 Or higher
	Processor Description	Intel Core i7 Or higher
	Processor Number	Intel Core i9 11900K, Intel Core i7 11700K, Intel Core i9 11900, Intel Core i7 11700 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
Motherboard	Chipset Series	Intel H Series, Intel B Series, Intel Q Series, Intel Z Series Or higher
	Chipset Number	Intel Q 250, Intel Q 270, Intel Q 370, Intel Q470, Intel Q570, Intel B560 Or higher
Graphics	Size of Memory in Case of Dedicated Graphic Card (GB)	0, 1, 2, 3, 4, 8 Or higher
Operating System	Operating System (Factory Pre-Loaded)	Windows 10 Professional
Memory	RAM Size (GB)	16, 32, 64 Or higher
	RAM Expandability up to(using spare DIMM Slots in GB)	64 Or higher
Storage	Type of Drives used to populate the Internal Bays	SSD
	Total HDD Capacity (GB)	500, 1000, 1500, 2000, 2500, 3000, 0 Or higher
	Total SSD Capacity (GB)	512, 768, 1024, 2048, 4096 Or higher
Display	Display Size (INCHES)	21.5, 22, 23.6, 23.8, 27, 34, 37.5 Or higher
	Display Type	Non Touch, Touch Or higher
	Panel Technology	IPS, WVA Or higher
	Display Resolution (PIXELS)	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 3440 x 1440, 4096x2304, 5120x2880 Or higher
	Availability of Webcam integrated with Display	Yes
Connectivity	Wireless Connectivity	Yes
	Bluetooth Connectivity	Yes
Input Devices	Keyboard Connectivity	Wired, Wireless Or higher
Warranty	On Site OEM Warranty (Year)	3, 5 Or higher

Additional Specification Parameters - All In One PC (5 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
1. 11th gen Intel core I5 or equivalent or above 2. 16 GB (DDR4) RAM 3. Intel Chipset/ Motherboard with onboard/discreet graphics sound card and Ethernet port	1. 11th gen Intel core I5 or equivalent or above 2. 16 GB (DDR4) RAM 3. Intel Chipset/ Motherboard with onboard/discreet graphics sound card and Ethernet port
4. Monitor 21.5 inches or higher IPS LED backlit display with anti glare and Full HD resolutions (1920x1080) 5. 512 GB GBM.2 PCI NVME 2400 MBPS (SSD)	4. Monitor 21.5 inches or higher IPS LED backlit display with anti glare and Full HD resolutions (1920x1080) 5. 512 GB GBM.2 PCI NVME 2400 MBPS (SSD)
6. At least 2 USB 3.0 ports, HDMI out or display port, 10/100/1000 gigabit Ethernet port 7. Wired keyboard and wireless laser scroll mouse 8. 802.11b/g/n, Bluetooth 4.0	6. At least 2 USB 3.0 ports, HDMI out or display port, 10/100/1000 gigabit Ethernet port 7. Wired keyboard and wireless laser scroll mouse 8. 802.11b/g/n, Bluetooth 4.0
9. Windows 10 PRO preloaded (No volume based license allowed) 10. Energy star compliant or EPEAR registered, ROHS, TPM 2.0 or equivalent 11. HD Audio, Inbuilt stereo speakers, Integrated Microphone and Integrated HD camera	9. Windows 10 PRO preloaded (No volume based license allowed) 10. Energy star compliant or EPEAR registered, ROHS, TPM 2.0 or equivalent 11. HD Audio, Inbuilt stereo speakers, Integrated Microphone and Integrated HD camera
12. 3 years comprehensive onsite warranty including Keyboard and mouse from the OEM	12. 3 years comprehensive onsite warranty including Keyboard and mouse from the OEM

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Prem Kumar	492101,NABARD, Plot No.- 1, Opposite Central Park, Sector-24, Naya Raipur, Chhattisgarh	5	90

Headset Rev 1 (1 pieces)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Specification	Type of Headset	Over-Ear
	Microphone	Yes
	Connectivity	Wireless
	On site OEM Warranty	1

Additional Specification Parameters - Headset Rev 1 (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
1. digital noise cancellation factor for better clarity irrespective of environment 2. Built in Microphone with superior voice quality 3. Bluetooth connectivity	1. digital noise cancellation factor for better clarity irrespective of environment 2. Built in Microphone with superior voice quality 3. Bluetooth connectivity
long battery life up to 30 hrs with quick charging	long battery life up to 30 hrs with quick charging

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Prem Kumar	492101,NABARD, Plot No.-1, Opposite Central Park, Sector-24, Naya Raipur, Chhattisgarh	1	90

Scanners (5 pieces)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Specification	Scanning Technology	CIS
	Scanner Type	Sheet Fed
	Document Size	A4
	Optical Resolution (Dpi)	600.0 - 9999999.0 Or higher
	Monochrome Scan Speed	Any applicable text(s)
	Colour Scan Speed	Any applicable text(s)
	Multi Fed Detection Feature	Yes
	Automatic Document Feeder (ADF)	Available
	Network Interface	Ethernet 10/100
	Daily Duty Cycle (Number of Pages)	4500.0 - 9999999.0 Or higher
	On Site OEM Warranty (Year)	1

Additional Specification Parameters - Scanners (5 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Scan Type: ADF 2. Scan size: A4, Letter 3. Scan Resolution: up to 600 dpi (ADF), up to 1200 dpi (Flatbed) 4. Scan Speed: 20 ppm or more at 300dpi	Scan Type: ADF 2. Scan size: A4, Letter 3. Scan Resolution: up to 600 dpi (ADF), up to 1200 dpi (Flatbed) 4. Scan Speed: 20 ppm or more at 300dpi
Connectivity: Hi Speed USB 2.0, Ethernet connectivity 6. Software: Photo & Imaging software with integrated IRIS, OCR and other windows PC and MAC software 7. Required features: Scan to PDF, Scan to email	Connectivity: Hi Speed USB 2.0, Ethernet connectivity 6. Software: Photo & Imaging software with integrated IRIS, OCR and other windows PC and MAC software 7. Required features: Scan to PDF, Scan to email
Warranty: 3 years comprehensive onsite warranty from OEM 9. ADF capacity: 80-100 pages	Warranty: 3 years comprehensive onsite warranty from OEM 9. ADF capacity: 80-100 pages

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Prem Kumar	492101,NABARD, Plot No.-1, Opposite Central Park, Sector-24, Naya Raipur, Chhattisgarh	5	90

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	scope of work View	Scope of work as per additional terms and conditions uploaded as per of bid document	Laptop-Notebook(20)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Special terms and conditions-Version:2 effective from 09-04-2021 for category Laptop-Notebook

1. 'Local content means the amount of value added in India which shall, unless otherwise Prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value and percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order

Buyer Added Bid Specific Terms and Conditions

1. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2. Sample Clause

After award of contract - Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 5 samples for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 7 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as

communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address NABARD Regional Office Chhattisgarh sector 24, Opposite central Park Nava Raipur Atal Nagar, Raipur Chhattisgarh-492018.

4. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered. Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97
Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G							

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules

and Act/ law of the land.

8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.

12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.

13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

5. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document.

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Account No. NABADMN39 IFSC Code NBRD0000002 Bank Name AXIS BANK Branch address HEAD OFFICE MUMBAI.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

7. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

8. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

9. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

2. 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, Pen drive etc.

2.0.2 Installation:

Installation, Commissioning & Configuration of the supplied equipment/Software's at NABARD's office, Raipur.

2.0.3 Warranty support:

The successful bidder has to provide Comprehensive Post-installation warranty support for all the hardware, software, Installed & commissioned by him, for a period of 3 (Three) 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 his products] recommended by him 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 Criteria:

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 Raipur and also be 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 50% 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 percent of total tendered value. The 20% quantity is to be distributed proportionately among these bidders in case there are more than one MSMEs within such price band. Within this 20% a purchase preference of four percent (i.e. 20% is reserved for MSEs owned by SC/ST entrepreneurs (if they participate in the tender process and match the L1 price). Provided that in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub target shall be met out from other MSEs who would be treated as owned by SC/ST entrepreneurs.

2.2.13 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 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 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.

2.3 Installation / Implementation Experience:

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

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 Technical 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

The Envelope No.1 containing the Technical Bid will be opened on the date mentioned in Page No.4 of this document. The Bids will be opened at NABARD, Chhattisgarh Regional Office, Nava Raipur in the presence of the Chief General Manager, or any other officer designated for the purpose by him and will be opened in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening. The date of opening of Commercial Bid will be communicated separately.

2.7 Earnest Money Deposit (EMD)

The Vendor/Bidder shall furnish an EMD for an amount of 2% of the estimated cost of procurement (₹ 34,443/-) through online remittance in RO/HO specific Account Numbers (VAN) as given below:

Beneficiary Name: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Account No.: NABADMN39

IFSC code: NBRD0000002

Bank Name: Axis Bank

Branch address: Head Office, Mumbai

Bidder is to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid. 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.

2.9 Warranty period:

During the warranty period of 3(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 year (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 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 (Part I - 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 The Chief General Manager, NABARD, Plot No. 01, Sector - 24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101 within 15 days of the notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Part I - 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 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 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 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 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, NABARD, Plot No. 01, Sector

- 24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101 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, Raipur, 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 Six 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 1 % of the contract price for each completed week of delay in completion of work. The Vendor's/Bidder's such liability for the delay in completing the work shall not in any case exceed 5 % of the contract price.

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

- a) Evaluation of Tender response (this may include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, compliance to 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 I 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 Devices under buyback

AIO, Network Printers, 3-in-1 Printers, Scanners and A4 Color Laser Printer listed are under buy back arrangement on 'as-is-where-is' basis and the Vendor has to make his own arrangement to take them. The details of AIO, Network Printers, 3-in-1 Printers, Scanners and A4 Color Laser Printer are mentioned in Part-1 Schedule-6B.

Part-

I

Schedule

1

(Letter to NABARD on Vendor/Bidder's letterhead. It may be ensured that Part I and Schedule 1 indicated above does not appear on the letterhead)

**The Chief
General
Manager
NABARD**

Plot No. 01, Sector - 24

**Opposite Central Park,
Atal Nagar Naya Raipur,
Chhattisgarh,
Pin:492018**

Sir,

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing and Commissioning of Laptops, AIOs, ADF scanners and Wireless Headphone (under buy-back arrangement on "as is where is" basis) for NABARD, Plot No. 01, Sector - 24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492018

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-

I

Schedule

2

Backup Commitment from the Manufacturer for System Maintenance

(on Manufacturer's letterhead)

**The Chief General
Manager NABARD**

Plot No. 01, Sector - 24

**Opposite Central Park, Atal
Nagar Naya Raipur,
Chhattisgarh, Pin:492018**

Sir,

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing and Commissioning of Laptops, AIOs, ADF scanners and Wireless Headphone (under buy-back arrangement on "as is where is" basis) for NABARD, Plot No. 01, Sector - 24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492018

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)

**National Bank for Agriculture and Rural
Development, Raipur Part I**

Schedule 3

(Letter of Indemnity and Undertaking)

(To be stamped on Rs.500/- stamp paper)

**The Chief
General
Manager
NABARD**

Plot No. 01, Sector - 24

Opposite Central Park, Atal Nagar

Naya Raipur, Chhattisgarh, Pin: 492018

Sir,

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing and Commissioning of Laptops, AIOs, ADF scanners and Wireless Headphone (under buy-back arrangement on "as is where is" basis) for NABARD, Plot No. 01, Sector - 24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492018

In consideration of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai - 400051 and Regional Office at Plot no 1, Sector no 24, Atal Nagar Nava Raipur Chhattisgarh - 492018, 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 within named

-
the presence of

In

(i) Witness*

(ii) Witness*

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

National Bank for Agriculture and Rural Development, Raipur

Part-

I

Schedule

4

PERFORMANCE BANK GUARANTEE FORMAT

(on Non-Judicial Stamp
Paper of Rs.100.00)

To

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai - 400 051 (hereinafter referred to as "Purchaser") having agreed to _____

----- (type of work) at _____ (Place - HO/RO/TE) (hereinafter referred to as "Services") from _____ (hereinafter referred to as "Contractor") on the terms and conditions contained in the RFQ (Ref. NO. Dated) and their agreement (hereinafter referred to as the "Contract") and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the _____ (hereinafter referred to as "Proposed Services") as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to _____ 20 (validity date of BG) money or monies not exceeding a total sum of Rs. _____/- (Rupees _____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser

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 the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on _____ 20 (validity date) without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. _____ 20.

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser 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 the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser 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, the purchaser shall be entitled to act as if we are purchaser's principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our 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 the purchaser that the purchaser 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 the purchaser 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 the purchaser or any other indulgence shown by the purchaser 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 the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, 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 un-cancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank 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) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.
- 10) Notwithstanding anything contained herein:-
- i) Our liability under this Bank Guarantee shall not exceed Rs. _____/-
(Rupees _____ only);
- ii) This Bank Guarantee shall be valid up to _____ (validity date) ;

iii) Unless actions to enforce the claims is filed on or before

_____ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before (validity date)

11) 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.

Date this _____ day of _____ 20.... at _____

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

Sd/-

.....

**National Bank for Agriculture and Rural
Development, Raipur Part -I**

Schedule 5

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)

Year	Sales turnover (Rs. Lakh)	Net Profit (Rs. Lakh)
------	---------------------------	-----------------------

Current Year					
Last Year					
Year Before Last					
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				
Name and address of the Customer with phone number	Approx. total units connected using devices supplied in Customer's Organization	Year of Supply	Brief details of items supplied	Approx. Value of order (₹)	Whether the Customer is continuing under Warranty/AMC

**Signature of Vendor/Bidder:
Name:**

**National Bank for Agriculture and Rural
Development, Raipur Part I**

Schedule 6A

Detailed Specifications for All-in-one (AIO) PC (Windows) (5)

Sl.	Item	Minimum Specifications	Specification offered by Bidder
	Make		
	Model		

	Required Number	5	
1	CPU	11th Gen Intel core I5 or equivalent or above	
2	Memory	16GB (DDR4)	
3	Chipset	Intel Chipset Motherboard with onboard/discrete Graphics sound card and Ethernet port	
4	Display	Monitor 21.5" or higher IPS LED backlit widescreen No Touch Display with Anti-Glare and FHD resolution (1920 * 1080)	
5	HDD	512 GB M.2 PCI NVMe 2400 MBps (Solid State Drive) preferably	
6	Optical Drive	Not Required	
7	Ports	At least two USB 3.0 ports, HDMI out or Display Port, 10/100/1000 Gigabit Ethernet Port	
8	Key board & Mouse	Wireless Keyboard and wireless Laser Scroll Mouse	
9	Connectivity	10/100/1000 Gigabit Ethernet Card, 802.11b/g/n, Bluetooth® 4.0	
10	Operating System	Windows 10 Pro preloaded (No volume based license allowed)	
11	Compliance	Energy Star Compliant or EPEAT registered, ROHS, TPM 2.0 or equivalent	
12	Multimedia	HD Audio, Inbuilt Stereo Speakers, Integrated Microphone, HD Webcam	
13	Warranty	Three-years Comprehensive On-site warranty including Key Board and Mouse from the OEM	
14	Indicative cost	Rs.90,000/- including taxes	

* Give complete details. If required, please attach separate sheets.

* The specifications offered may be clearly indicated.

* "Yes" under specifications offered will not be accepted.

National Bank for Agriculture and Rural

Development, Raipur Part I

Schedule 6A

Detailed Specifications for Laptop PCs (20)

Sr. No	Component	Minimum Specifications	Sp
	Make		
	Model		
	Required Number	20	
1	CPU	Intel Core i5 10210U or Equivalent or above	
2	Memory	16 GB (DDR4)	
3	Display	14 inches 1366 x 768 Anti-Glare	
4	SDD	512 GBM.2 PCI NVMe 2400 MBps (Solid State Drive) preferably	
5	Connectivity	10/100/1000Gigabit Ethernet Bluetooth® 4.1 ,	PortWi-F802.11ac,
6	Ports	USB 3. x port : 1 or more USB Type-C Port : 1 HDMI Port : 1 SD Card Reader : 1	
7	Power Supply & Battery	Integration Li-Ion 40 Whr battery/Battery Backup minimum 8 hours	
8	Operating System	Windows 10 Pro preloaded (No volume based license allowed)	
9	Multimedia	Inbuilt Speakers, Integrated Microphone, Integrated Webcam	
10	Keyboard & Mousepad	Integrated Backlit Keyboard, Inbuilt Touchpad	
11	Others	Laptop weight - Less than 1.75 Kg, Laptop Backpack (Bag), Security lock hole should be available	
12	Warranty	Three-years Comprehensive On-site warranty from the OEM including battery	
13	Compliance - Energy Efficiency	RoHS-compliant, ENERGY STAR OR EPEAT or equivalent compliance	

14	Indicative cost	Rs.90,000/- including taxes
----	-----------------	-----------------------------

* Give complete details. If required, please attach separate sheets.

* The specifications offered may be clearly indicated.

* "Yes" under specifications offered will not be accepted.

National Bank for Agriculture and Rural

Development, Raipur Part I

Schedule 6A

Detailed Specifications for Bluetooth Headphone (1)

Sl. No.	Component	Minimum Specifications	Specification offered by Bidder
	Make		
	Model		
	Required Number	1	
1	Features	Digital Noise Cancellation Factor for better clarity irrespective of environment	
2	Microphone	Microphone (Built-in or otherwise) with superior voice quality	
3	Bluetooth Connectivity	Bluetooth Connectivity for hassle free wireless connection	
4	Battery	Long Battery Life up to 30 hours with quick charging	
6	Indicative Cost	Rs.25,000/- including taxes	

* Give complete details. If required, please attach separate sheets.

* The specifications offered may be clearly indicated.

* "Yes" under specifications offered will not be accepted.

**National Bank for Agriculture and Rural
Development, Raipur Part I**

Schedule 6A

Detailed Specifications for Automatic Document Feeder (ADF) Scanner (5)

Sr. No.	Feature	Minimum Specifications	Specification offered by Bidder
	Make		
	Model		
	Required Number	5	
1	Scan Type	ADF	
2	Scan Size	A4, Letter	
3	Scan Resolution, Optical	Upto 600 dpi(ADF), Upto 1200 dpi(Flatbed)	
4	Scan Speed	20ppm or more at 300dpi	
5	Connectivity	Hi Speed USB 2.0, Ethernet connectivity	
6	Software	Photo & Imaging Software with integrated IRIS, OCR and other Windows PC & Mac Software	
7	Required Features	Scan to PDF, Scan to email	
8	Warranty	3 years Comprehensive onsite warranty from OEM	
9	ADF Capacity	80 to 100 pages	
10	Indicative cost	40,000/- including taxes	

* Give complete details. If required, please attach separate sheets.

* The specifications offered may be clearly indicated.

* "Yes" under specifications offered will not be accepted.

**National Bank for Agriculture and Rural
Development, Raipur Part I**

Schedule 6B

Buy Back List "as is where is" basis

Desktop (46):

S.No.	Make	Model	Product S. No.	RAM	OS	Date of purchase
1	Acer	Veriton M200-Q170U	XVMJSI093H14051694	GB	Windows 10 PRO	31/03/2017
2	Acer	Veriton VM2610	UXVMJSI093H14051534	GB	Windows 10 PRO	31/03/2017
3	Acer	Veriton VM2610	UXVMJSI093H14051764	GB	Windows 10 PRO	31/03/2017
4	Acer	Veriton M200-Q170U	XVMJSI093H14051484	GB	Windows 10 PRO	31/03/2017
5	Acer	Veriton M200-Q170U	XVMJSI093H14051844	GB	Windows 10 PRO	31/03/2017
6	Acer	Veriton M200-Q170U	XVMJSI093H14051814	GB	Windows 10 PRO	31/03/2017
7	Acer	Veriton VM2610	UXVMJSI093H14051864	GB	Windows 10 PRO	31/03/2017
8	Acer	Veriton M200-Q170U	XVMJSI093H14051624	GB	Windows 10 PRO	31/03/2017
9	Acer	Veriton VM2610	UXVMJSI093H14051734	GB	Windows 10 PRO	31/03/2017
10	Acer	Veriton VM2610	UXVMJSI093H14051834	GB	Windows 10 PRO	31/03/2017
11	Acer	Veriton M200-Q170U	XVMJSI093H14051794	GB	Windows 10 PRO	31/03/2017
12	Lenovo	A00000	PC0J5RFB	4	GB Windows 10 PRO	31/03/2017
13	Acer	Veriton M200-Q170U	XVMJSI093H14051894	GB	Windows 10 PRO	31/03/2017
14	Acer	Veriton M200-Q170U	XVMJSI093H14051514	GB	Windows 10 PRO	31/03/2017
15	Acer	Veriton M200-Q170U	XVMJSI093H14051754	GB	Windows 10 PRO	31/03/2017
16	Acer	Veriton M200-Q170U	XVMJSI093H14051724	GB	Windows 10 PRO	31/03/2017
17	Acer	Veriton M200-Q170U	XVMJSI093H14051684	GB	Windows 10 PRO	31/03/2017
18	Acer	Veriton M200-Q170U	XVMJSI093H14051774	GB	Windows 10 PRO	31/03/2017
19	Lenovo	30AUA0QQ00	PC0J5RE4	4	GB Windows 10 PRO	31/03/2017
20	Lenovo	A00000	PC0J5RB0	4	GB Windows 10 PRO	31/03/2017
21	Acer	Veriton M200-Q170U	XVMJSI093H14051854	GB	Windows 10 PRO	31/03/2017

22	Lenovo	30AUA0QQ00	PC0J2WNY	4 GB	Windows 10 PRO	31/03/2017
23	Lenovo	A00000	PC0J5RA5	4 GB	Windows 10 PRO	31/03/2017
24	Acer	Veriton M200-Q170U	XVMJSI093H14051594	4 GB	Windows 10 PRO	31/03/2017
25	Acer	Veriton M200-Q170U	XVMJSI093H14051904	4 GB	Windows 10 PRO	31/03/2017
26	Acer	Veriton M200-Q170U	XVMJSI093H14051714	4 GB	Windows 10 PRO	31/03/2017
27	Acer	Veriton M200-Q170U	XVMJSI093H14051584	4 GB	Windows 10 PRO	31/03/2017
28	Acer	Veriton M200-Q170U	XVMJSI093H14051504	4 GB	Windows 10 PRO	31/03/2017
29	Acer	Veriton M200-Q170U	XVMJSI093H14051494	4 GB	Windows 10 PRO	31/03/2017
30	Acer	Veriton M200-Q170U	XVMJSI093H14051744	4 GB	Windows 10 PRO	31/03/2017
31	Acer	Veriton M200-Q170U	XVMJSI093H14051654	4 GB	Windows 10 PRO	31/03/2017
32	Acer	Veriton M200-Q170U	XVMJSI093H14051644	4 GB	Windows 10 PRO	31/03/2017
33	Acer	Veriton M200-Q170U	XVMJSI093H14051544	4 GB	Windows 10 PRO	31/03/2017
34	Acer	Veriton M200-Q170U	XVMJSI093H14051874	4 GB	Windows 10 PRO	31/03/2017
35	Acer	Veriton M200-Q170U	XVMJSI093H14051474	4 GB	Windows 10 PRO	31/03/2017
36	Acer	Veriton M200-Q170U	XVMJSI093H14051884	4 GB	Windows 10 PRO	31/03/2017
37	Acer	Veriton M200-Q170U	XVMJSI093H14051554	4 GB	Windows 10 PRO	31/03/2017
38	Acer	Veriton M200-Q170U	XVMJSI093H14051824	4 GB	Windows 10 PRO	31/03/2017
39	Acer	Veriton M200-Q170U	XVMJSI093H14051524	4 GB	Windows 10 PRO	31/03/2017
40	Acer	Veriton M200-Q170U	XVMJSI093H14051574	4 GB	Windows 10 PRO	31/03/2017
41	Lenovo	30AUA0QQ00	PC0J2TG6	4 GB	Windows 10 PRO	31/03/2017
42	Acer	Veriton M200-Q170U	XVMJSI093H14051604	4 GB	Windows 10 PRO	31/03/2017
43	Acer	Veriton M200-Q170U	XVMJSI093H14051664	4 GB	Windows 10 PRO	31/03/2017
44	Acer	Veriton M200-Q170U	XVMJSI093H14051704	4 GB	Windows 10 PRO	31/03/2017
45	Acer	Veriton M200-Q170U	XVMJSI093H14051564	4 GB	Windows 10 PRO	31/03/2017

46	Acer	Veriton M200-Q170U	XVMJSI093H14051804	GB	Windows 10 PRO	31/03/2017
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National Bank for Agriculture and Rural Development, Raipur 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)

No. _____ dated _____

To,

The Chief General
 Manager NABARD, Plot
 No. 01, Sector - 24
 Opposite Central Park, Atal Nagar,
 Naya Raipur Chhattisgarh, Pin:
 492101

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.

National Bank for Agriculture and Rural

Development, Raipur Part I

Schedule 8

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

And

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

..... 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 fort 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 Pramod Kumar Sangewar, IRSS (Retd.)

House no. 12-5-65/1, Flat no. 109,

Sri Harsha Sethuram Unique Vijayapuri Colony,

Lalaguda South, Secundarabad - 500017

Telangana

- (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 Director, 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 Director, 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 Director, 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 Director, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, 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 Director, NABARD.

Section 10 - Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Regional Office of the Chhattisgarh, i.e. Raipur.
- (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)
behalf of the Bidder)
(OfficeSeal)
(OfficeSeal)**

(For & on

Place _____

Date _____

Witness 1:

(Name & Address)

Witness2:

(Name & Address)

Annexure

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

Schedule-10

Specimen of Letter of Authorization

To

The Chief General
Manager NABARD
Plot No. 01, Sector - 24,
Opposite Central Park, Atal
Nagar Naya Raipur,
Chhattisgarh, Pin: 492101

Sir

Subject:

We _____ (name of the company) have submitted our bid for participating in NABARD's Tender dated _____ for _____. We also confirm having read and understood the terms of Tender as well as the scope of work & requirements. As per the terms of Tender, we nominate Mr/Ms _____, designated as _____ of our company to participate in the bidding process. NABARD shall contact the above named official for any and all matters relating to the bidding process. We, hereby confirm that we will honour the bids placed by Mr/Ms _____ on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal Name - Company / Organization - Designation - Address of Company/Organization-	Name of Authorized Signatory - Designation of Authorized Representative - Signature of Authorized Representative - Verified by -
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NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

**Regional
Office
Raipur**

Part II - Commercial Bid

**National Bank
for
Agriculture
and Rural
Development,
Raipur Part
II**

Schedule 1

PURCHASE of new AIOs, Laptops, Wireless Headphone, ADF -

Automatic Document Feed Scanners

**Commercial
Bid
(A)
(Amount
in
Rupees)**

- 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**

S/No.	Description	Quantity	Unit Price (Rs)	Total (Rs.)	GST (Rs.)
AB		C	D	E=(CxD)	F
1	All In One (AIO) PC as per specification in Schedule 6A	5			
2	Laptop PCs as per specification in Schedule 6A	20			
3	ADF - Automatic Document Feed Scanner as per specification in Schedule 6A	5			
4	Wireless Headphone	1			
	Grand Total	31			

Place:

Date:

Signature of Authorized Person with Seal

**National Bank
for
Agriculture
and Rural**

**Development,
Raipur Part
II**

Schedule 2

BUY-BACK of Desktop PCS “as is where is” basis

**Commercial
Bid
(B)
(Amount
in
Rupees)**

- 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**

S.N.	Description	Quantity	Unit Price (Rs.)	Total
A	B	C	D	E=(C x D)
1	Desktop PCs as per specification in Schedule 6B	46		
	Grand Total	46		

Place:

Date:

Signature of Authorized Person with Sealw

12. Warranty

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

13. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free

Telephone No. for Service Support.

14. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

15. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

16. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

17. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

18. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

19. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

20. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

21. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

22. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

23. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

24. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope 3 YEARS FOR ALL PRODUCTS AS PER THE SPECIFICATIONS (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

25. Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. COST OF VISITING THE SITE TO BE COMPLETELY BORNE BY THE BIDDER

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

26. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

27. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

28. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Account No. NABADMN39 IFSC Code NBRD0000002 Bank Name AXIS BANK Branch address HEAD OFFICE MUMBAI. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

29. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

30. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

31. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

32. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: As per the specifications in the tender document

33. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): ROHS compliant, ENERGY STAR or EPEAT or equivalent, TPM 2.0 or equivalent.

34. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

35. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

36. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

37. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

38. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

39. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file](#).

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---