## Bid Document

<table>
<thead>
<tr>
<th>Bid Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bid End Date/Time</strong></td>
<td>15-11-2022 12:00:00</td>
</tr>
<tr>
<td><strong>Bid Opening Date/Time</strong></td>
<td>15-11-2022 12:30:00</td>
</tr>
<tr>
<td><strong>Bid Offer Validity (From End Date)</strong></td>
<td>30 (Days)</td>
</tr>
<tr>
<td><strong>Ministry/State Name</strong></td>
<td>Ministry Of Finance</td>
</tr>
<tr>
<td><strong>Department Name</strong></td>
<td>Department Of Financial Services</td>
</tr>
<tr>
<td><strong>Organisation Name</strong></td>
<td>National Bank For Agriculture And Ruraldevelopment</td>
</tr>
<tr>
<td><strong>Office Name</strong></td>
<td>Chhattisgarh Regional Office</td>
</tr>
<tr>
<td><strong>Total Quantity</strong></td>
<td>7</td>
</tr>
<tr>
<td><strong>Item Category</strong></td>
<td>Desktop Computers (Q2)</td>
</tr>
<tr>
<td><strong>Minimum Average Annual Turnover of the bidder (For 3 Years)</strong></td>
<td>3 Lakh (s)</td>
</tr>
<tr>
<td><strong>OEM Average Turnover (Last 3 Years)</strong></td>
<td>3 Lakh (s)</td>
</tr>
<tr>
<td><strong>Years of Past Experience Required for same/similar service</strong></td>
<td>3 Year (s)</td>
</tr>
<tr>
<td><strong>MSE Exemption for Years Of Experience and Turnover</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Startup Exemption for Years Of Experience and Turnover</strong></td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Document required from seller**

- Experience Criteria
- Past Performance
- Bidder Turnover
- Certificate (Requested in ATC)
- OEM Authorization Certificate
- OEM Annual Turnover

*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.

<table>
<thead>
<tr>
<th>Past Performance</th>
<th>50 %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bid to RA enabled</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Time allowed for Technical Clarifications during technical evaluation</strong></td>
<td>7 Days</td>
</tr>
<tr>
<td><strong>Estimated Bid Value</strong></td>
<td>609000</td>
</tr>
<tr>
<td><strong>Evaluation Method</strong></td>
<td>Total value wise evaluation</td>
</tr>
</tbody>
</table>

## EMD Detail

<table>
<thead>
<tr>
<th>Advisory Bank</th>
<th>AXIS BANK LTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMD Percentage(%)</td>
<td>2.00</td>
</tr>
<tr>
<td>EMD Amount</td>
<td>12180</td>
</tr>
</tbody>
</table>
(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
Chhattisgarh Regional Office, Department of Financial Services, National Bank for Agriculture and Rural Development, Ministry of Finance
(Prem Kumar)

**Splitting**
Bid splitting not applied.

**MII Purchase Preference**

| MII Purchase Preference | Yes |

**MSE Purchase Preference**

| MSE Purchase Preference | Yes |

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. 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.

4. 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.

5. 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.

6. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference / price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM (themselves or through re-seller(s)) should have supplied same or similar Category Products for 50% 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.

### Desktop Computers ( 7 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

<table>
<thead>
<tr>
<th>Brand Type</th>
<th>Registered Brand</th>
</tr>
</thead>
</table>

**Technical Specifications**

* As per GeM Category Specification

<table>
<thead>
<tr>
<th>Specification</th>
<th>Specification Name</th>
<th>Bid Requirement (Allowed Values)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Processor Make</td>
<td>Intel</td>
</tr>
<tr>
<td></td>
<td>Processor Generation</td>
<td>10.0 Or higher</td>
</tr>
<tr>
<td>Specification</td>
<td>Specification Name</td>
<td>Bid Requirement (Allowed Values)</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Number of Cores per Processor</td>
<td>Intel Core i7, Intel Core i9 Or higher</td>
<td>8, 10, 12, 16 Or higher</td>
</tr>
<tr>
<td>Processor Description</td>
<td>Intel Core i9 10900K, Intel Core i9 10900KF, Intel Core i9 10900, Intel Core i9 10900F, Intel Core i7 10700K, Intel Core i7 10700KF, Intel Core i7 10700, Intel Core i7 10700F Or higher</td>
<td></td>
</tr>
<tr>
<td>Processor Number</td>
<td>Intel Core i9 10900K, Intel Core i9 10900KF, Intel Core i9 10900, Intel Core i9 10900F, Intel Core i7 10700K, Intel Core i7 10700KF, Intel Core i7 10700, Intel Core i7 10700F Or higher</td>
<td></td>
</tr>
<tr>
<td>Motherboard</td>
<td>Intel Q Series Or higher</td>
<td></td>
</tr>
<tr>
<td>Operating System</td>
<td>Windows 10 Professional</td>
<td></td>
</tr>
<tr>
<td>RAM Size (GB)</td>
<td>16, 32, 64, 128 Or higher</td>
<td></td>
</tr>
<tr>
<td>RAM Expandability up to( using spare DIMM Slots in GB)</td>
<td>64, 128 Or higher</td>
<td></td>
</tr>
<tr>
<td>Storage</td>
<td>HDD, SSD</td>
<td></td>
</tr>
<tr>
<td>Total HDD Capacity (GB)</td>
<td>1000, 1500, 2000, 2500, 3000, 4000 Or higher</td>
<td></td>
</tr>
<tr>
<td>Total SSD Capacity (GB)</td>
<td>512, 768, 1024, 2048, 4096 Or higher</td>
<td></td>
</tr>
<tr>
<td>Total SSHD Capacity in addition to 8 GB Flash (GB)</td>
<td>500, 1000, 2000, 0 Or higher</td>
<td></td>
</tr>
<tr>
<td>Cabinet</td>
<td>SFF ( 7 to 13 Litres)</td>
<td></td>
</tr>
<tr>
<td>Monitor</td>
<td>IPS Or higher</td>
<td></td>
</tr>
<tr>
<td>LED Backlit Monitor Size (INCHES)</td>
<td>21.5, 22, 23, 24, 27, 23.8, 32 Or higher</td>
<td></td>
</tr>
<tr>
<td>Monitor Resolution (PIXELS)</td>
<td>1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1440 Or higher</td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>3, 5, 4 Or higher</td>
<td></td>
</tr>
</tbody>
</table>

Additional Specification Parameters - Desktop Computers ( 7 pieces )
### Specification Parameter Name

<table>
<thead>
<tr>
<th>Bid Requirement (Allowed Values)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Intel core i7 10th Gen processor or above/equivalent 16 GB DDR4, 3200 MHz Intel chipset motherboard with onboard/discrete graphics sound card and ethernet port or equivalent small form factor</td>
<td>Intel core i7 10th Gen processor or above/equivalent 16 GB DDR4, 3200 MHz Intel chipset motherboard with onboard/discrete graphics sound card and ethernet port or equivalent small form factor</td>
</tr>
<tr>
<td>Monitor 21.5&quot; 512 GB storage 6 USB (at least 2 on the front side and at least 2 USB 3.0)</td>
<td>Monitor 21.5&quot; 512 GB storage 6 USB (at least 2 on the front side and at least 2 USB 3.0)</td>
</tr>
<tr>
<td>Standard keyboard and USB optical/laser scroll mouse Windows 10 professional pre loaded (No volume based license allowed) Energy star compliance, RoHS, TPM 2.0 or equivalent</td>
<td>Standard keyboard and USB optical/laser scroll mouse Windows 10 professional pre loaded (No volume based license allowed) Energy star compliance, RoHS, TPM 2.0 or equivalent</td>
</tr>
<tr>
<td>Minimum 3 year comprehensive on site warranty provided by OEM Price 87,000/- inclusive of taxes</td>
<td>Minimum 3 year comprehensive on site warranty provided by OEM Price 87,000/- inclusive of taxes</td>
</tr>
</tbody>
</table>

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

### Consignees/Reporting Officer and Quantity

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Consignee/Reporting Officer</th>
<th>Address</th>
<th>Quantity</th>
<th>Delivery Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Prem Kumar</td>
<td>492101, NABARD, Plot No.-1, Opposite Central Park, Sector-24, Naya Raipur, Chhattisgarh</td>
<td>7</td>
<td>30</td>
</tr>
</tbody>
</table>

### Buyer added Bid Specific Additional Scope of Work

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Document Title</th>
<th>Description</th>
<th>Applicable i.r.o. Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Additional Scope of Work</td>
<td>No additional scope of work</td>
<td>Desktop Computers(7)</td>
</tr>
</tbody>
</table>

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 Desktop Computers

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. 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.

2. 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

3. 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.

4. 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.

5. 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.

6. 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.
7. **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.

8. **Buyer Added Bid Specific ATC**

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

9. **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: 
- **Scope defined in additional terms and conditions** (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)

10. **Financial Criteria**

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

11. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address: 
NABARD Chhattisgarh Regional Office Ananya, Plot no. 1, Sector 24 Opposite Atal Central Park Nava Raipur Raipur, Chhattisgarh-492018.

---**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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

---Thank You---

*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.
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NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Regional Office
Raipur

Tender Document with terms and conditions for Supply, Installation, Testing and Commissioning of 7 (Seven) units of Desktop PCs
1 Scope of Work

The successful bidder needs to provide the following elements:

1.1 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.

1.2 Installation

a) Installation, Commissioning & Configuration of the supplied equipment/Software’s at NABARD’s Regional Office, Atal Nagar, Nava Raipur, Chhattisgarh.

1.3 Warranty support and Warranty Period

a) Minimum three (3) year comprehensive On Site warranty provided by OEM, not by vendor.
b) During the warranty period of 3 (Three) years OEM 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 OEM shall update/upgrade the Software and provide any new versions released as part of warranty.

2 Terms and Conditions of the Tender

a) Specific authorization from the OEM of the Hardware and Software (wherever applicable) would be required for this tender.
b) 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.
c) 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.
d) 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.
e) 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.
f) 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.

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

h) 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.

i) 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.

j) 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.

k) 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.

l) 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.

m) **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.

n) 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.

o) 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.
p) 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.

q) 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.

r) 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 %.

s) 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.

t) 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.

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

v) 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.

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

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

x) 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 authorized Reseller.

y) The seller should upload following certificate in the bid:-

This is to certify that the Hardware and the Software being offered, as part of the contract, does not

i. 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.
   iv. The firm will be considered to be in breach of the procurement contract, in case of 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.

z) Net Worth of the OEM should be positive as per the last audited financial statement.

aa) 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.

bb) 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)

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

e) 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.

ff) 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.

gg) 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.

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

ii) 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
   iii. Delivery Period or such inability otherwise becomes apparent.
   iv. 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.
   v. The Seller becomes bankrupt or goes into liquidation.
   vi. The Seller makes a general assignment for the benefit of creditors.
   vii. A receiver is appointed for any substantial property owned by the Seller.
   viii. The Seller has misrepresented to Buyer, acting on which misrepresentation
Buyer has placed the Purchase Order on the Seller.

jj) 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.

3 Eligibility Criteria

3.1 Eligibility Criteria

a) 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.

b) 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.

c) 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.

d) The bidder should submit the valid Trade License Certificate along with the Technical Bid (if any).

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

f) The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.

g) 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.

h) 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.

i) 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.

3.2 Relaxation for MSEs

j) As per provisions of Public Procurement Policy for Micro and Small Enterprises
(MSEs) Order, 2018, out of the total annual procurement from Micro and Small Enterprises, 3% from within the 25% target shall be earmarked for procurement from Micro and Small Enterprises (MSEs) owned by women.

k) Tender sets free of cost and exemption from payment of earnest money to registered MSEs (i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME)

l) MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply at least 25% of tendered value at L-1 subject to lowering of price by MSEs to L-1.

3.3 Domestically Manufactured Electronic Products

n) The guidelines contained in GoI policy on purchase preference for Domestically Manufactured Electronics Products (DMEP) will be applicable for this tender. Accordingly, DMEP bidder quoting a price within the band of L1 + 20% (twenty percent), where the L1 price is not from a DMEP, is eligible for being awarded minimum 30% (thirty percent) of the total tender 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.

o) 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.

3.4 Delivery of Goods/Services and Installation/Commissioning

a) All the Goods/Services shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation or commissioning (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.

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.

5 Signatory

a) 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.

6 Opening of the Quotation

a) 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/her 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.

7 Earnest Money Deposit/ Bid Security

a) The Vendor/Bidder shall furnish an EMD for an amount of 2% of the estimated cost of procurement 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
b) Bidder is to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller. 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.

b) The Earnest Money Deposit of the successful Vendor/Bidder shall be released within 15 days after the award of contract or expiry of bid validity, whichever is earlier. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself i.e. technical evaluation. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG. No interest is payable on this amount.

c) Bid Security submitted by the bidder shall be forfeited, if the bidder:

- Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions.

8 Performance

8.1 Response Time to Errors

The vendor undertakes and guarantees that all the Critical Errors will be resolved within 24 hours of the NABARD intimating the same through e-mail, telephone or fax.

8.2 Spare Parts

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

8.3 Performance Security (Including e-Performance Bank Guarantee)

a) To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder who has been awarded the contract. The Vendor/Bidder shall furnish Performance Security of 5% of the estimated cost of procurement 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

b) 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 the bid.

c) Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

d) The amount of Performance Security shall be 5% of the accepted value of the tender to be deposited by the vendor within 10 days of intimation of acceptance of his tender.

e) Performance Security should remain valid for a period of 60 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.

f) Bid Security will be refunded to the successful bidder on receipt of Performance Security in full. In case the vendor desires the bid security to be adjusted against the Performance Security, the Performance Security for the balance amount shall be obtained.

9 Indemnity

a) 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.

b) 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.

c) 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 1 – Schedule 3) within 15(fifteen) days of award of tender.

d) Format for indemnity bond is given in **Part I Schedule 11**

### 10 Performance Bank Guarantee

a) 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 1 - Schedule 4 for an amount equivalent to 5% of the of the total order value of hardware and software in lieu of Retention Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

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

c) 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.

d) The Performance Bank Guarantee will be discharged only after a period of 60 days after the expiry of the warranty period of 3 (Three) years after due performance of the obligations of the Bidder under the contract.

e) 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.

11 Price Composition

a) 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.

b) 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.

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

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

12 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.
13 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.

14 Terms of the payment

100% payment will be released by NABARD to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

15 Terms 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.

16 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.

17 Agreement

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

18 Confidentiality

a) 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.

b) 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.

19 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.

f) 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.

20 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.

21 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.

22 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.

23 Force Majeure

a) 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.

b) 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.

c) 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.

d) 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.

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

24 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 1 Schedule 1, on the letterhead and duly signed by Authorized signatory. This certificate will also form part of Technical Bid.
25 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.
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Regional Office
Raipur

Part I- Technical Bid
Part I Schedule 1

(Note: 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-492018

Madam,

Sub: NABARD’s notice inviting proposal for supply, installation, testing and commissioning of 7 units of Desktop PCs to NABARD, plot No. 1, Sector -24, Opposite Central Park, Atal Nagar, Nava Raipur, Chhattisgarh-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-492018

Madam,

Sub: NABARD’s notice inviting proposal for supply, installation, testing and commissioning of 7 units of Desktop PCs to NABARD, plot No. 1, Sector -24, Opposite Central Park, Atal Nagar, Nava Raipur, Chhattisgarh-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 (3) years after handing over of the installation and for a further period as may be decided on the basis of a joint review after expiry of three years.

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

Yours faithfully

For

(Name & Designation)
Part I Schedule 3
(Letter of Indemnity and Undertaking)
(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-492018

Madam,

Sub: NABARD’s notice inviting proposal for supply, installation, testing and commissioning of 7 units of Desktop PCs to NABARD, plot No. 1, Sector -24, Opposite Central Park, Atal Nagar, Nava Raipur, Chhattisgarh-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 CopyRights 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 ___________________________

In the presence of ___________________________ 

(i) Witness*

(ii) Witness*

* Should contain Signature with date, Name & Designation, Address and Contact Nos.
Part I Schedule 4

(PERFORMANCE BANK GUARANTEE FORMAT)
(On a Non Judicial Stamp Paper of ₹ 100/-)

-------------------------------------------------------------------------------------------------
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;

i. 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

____________________(validity date of BG) money or monies not exceeding a total sum of ₹___________/- (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.

ii. 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.

iii. This Guarantee shall expire on ________ (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. ________

iv. 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.

v. 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.

vi. 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 under the law relating to sureties
would, but for this provision, have the effect of so relieving the Bank.

vii. 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. 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.

viii. 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.

a. Notwithstanding anything contained herein: -
b. Our liability under this Bank Guarantee shall not exceed ₹ 


(Rupees only);
c. This Bank Guarantee shall be valid up to____________ (validity date);
d. Unless action 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.
e. 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)

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

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

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

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

Signature of Vendor/Bidder:
Name:
Part 1 Schedule 6A
6A.1 Desktop PCs (7 units)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Component</th>
<th>Minimum Specifications</th>
<th>Specification for the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Processor</td>
<td>Intel i7-10th Gen Processor or above/equivalent</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Memory</td>
<td>16 GB (DDR4), 3200MHz</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Chipset</td>
<td>Intel Chipset Motherboard with onboard/discrete Graphics sound card and Ethernet port or equivalent</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Form Factor</td>
<td>Small Form Factor</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Monitor</td>
<td>Monitor 21.5&quot;</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Hard Disk</td>
<td>512 GB</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Ports</td>
<td>6 USB (at least 2 on the Front Side and at least 2 USB 3.0)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Keyboard /Mouse</td>
<td>Standard Keyboard and USB Optical / Laser Scroll Mouse</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Operating System</td>
<td>Windows 10 Professional pre-loaded (No volume- based license allowed)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Compliance</td>
<td>Energy Star Compliance, RoHS, TPM 2.0 or equivalent</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Warranty</td>
<td>Minimum Three-year Comprehensive On-site warranty provided by OEM, (note: not by vendor)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Indicative cost</td>
<td>₹ 87,000/- including taxes</td>
<td></td>
</tr>
</tbody>
</table>
Part I Schedule 7

Manufacturer's Authorization Form (MAF)

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

No.______ dated ________

The Chief General Manager

NABARD

Plot No. 01, Sector – 24

Opposite Central Park

Atal Nagar Naya Raipur

Chhattisgarh-492018

Madam,

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.
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

National Bank for Agriculture and Rural Development (NABARD)

Herein after referred to as “The Principal”

And

............................................................

Herein after referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for .........................The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

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

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidders(s)**

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

**Section 8 – Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is:

Shri Pramod Kumar Sangewar, IRSS (Retd.)
House no. 12-5-65/1, Flat no. 109,

Shri Harsha Sethuram Unique Vijayapuri Colony,
Lalaguda South, Secundarbad – 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 also 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 NABARD in Chhattisgarh, i.e. Atal Nagar Nava 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) (For & on behalf of the Bidder)
(Office Seal) (Office Seal)

Place________________________

Date________________________

Witness 1: ____________________ Witness 2: ____________________
(Name & Address) (Name & Address)
**Part I Schedule 9**
Format for complaint to Independent External Monitor (IEMs)

The Independent External Monitor appointed for NABARD are:
1) Shri Pramod Kumar Sangewar,
IRSS (Retd.) House no. 12-5-65/1, Flat no. 109,

2) Sri Harsha Sethuram
Unique Vijayapuri Colony, Lalaguda South
Secundarabad – 500017 Telangana

<table>
<thead>
<tr>
<th>S/N</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the RO/ TE</td>
</tr>
<tr>
<td>2</td>
<td>Name of Complainant/ Vendor</td>
</tr>
<tr>
<td>3</td>
<td>Address and Contact No.</td>
</tr>
<tr>
<td>4</td>
<td>Tender details: Particulars: Date of tender called for: Last date of submission: Date of opening tender:</td>
</tr>
<tr>
<td>5</td>
<td>Nature of complaint, in brief:</td>
</tr>
<tr>
<td>6</td>
<td>Supporting documents enclosed/evidence</td>
</tr>
<tr>
<td>7</td>
<td>Relief sought:</td>
</tr>
</tbody>
</table>

Signature:

Date:
Part I Schedule-10
(Specimen of Letter of Authorization)

The Chief General Manager
NABARD
Plot No. 01, Sector – 24,
Opposite Central Park, Atal Nagar
Naya Raipur, Chhattisgarh-492018

Madam,

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 honor the bids placed by Mr/Ms__________________ on behalf of the
company in the bidding process, failing which we will forfeit the EMD. We agree and
understand that NABARD may debar us from participating in future tenders for any such
failure on our part.

<table>
<thead>
<tr>
<th>Signature with company seal</th>
<th>Name of Authorized Signatory –</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name –</td>
<td>Designation of Authorized Representative –</td>
</tr>
<tr>
<td>Company / Organization –</td>
<td>Signature of Authorized Representative –</td>
</tr>
<tr>
<td>Designation –</td>
<td>Verified by -</td>
</tr>
<tr>
<td>Address of Company/Organization-</td>
<td></td>
</tr>
</tbody>
</table>
Part I Schedule 11

(INDEMNITY BOND)
(On Rs. 100/- Stamp Paper)

KNOW all men by these presents that I, Shri ................................................................. of M/s ................................................................. do hereby execute Indemnity Bond in favour 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 – 24, Opposite Central Park, Nava Raipur Atal Nagar, Chhattisgarh - 492018 and M/s .................................................................................................................. having their office at ................................................................. on this ............. day of ……… 2021.

WHEREAS NABARD have appointed M/s .................................................. as the Contractor for their proposed work relating to “Annual Maintenance Contract for Housekeeping of Office Premises at NABARD Regional Office, Plot no. 1, Sector no. 24, Opposite Central Park, Nava Raipur Atal Nagar, Chhattisgarh - 492018, and its staff quarters located at Sector-27 for a period of two years from date of agreement”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s ................................................................. hereby do Indemnify, and same harmless NABARD against and from:

1. any third Contractor claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents. Any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
3. any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s…………………………………….. has set his/their hands on this .............day of .........................2021.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1) ...........................................

(2) ............................................

Signature of the authorized signatory of the contractor / Tenderer
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Regional Office
Raipur

Part II - Commercial Bid
Part II Schedule 1

(PURCHASE of 7 units of Desktop PCs)

Commercial Bid (A) – Amount in ₹

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

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<th>Sl. No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price (₹)</th>
<th>Total (₹)</th>
<th>GST (₹)</th>
<th>Octroi/Entry tax, if any (₹)</th>
<th>Total inclusive of all taxes (₹)</th>
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<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E=(CxD)</td>
<td>F</td>
<td>G</td>
<td>H=(E+F+G)</td>
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<td>Desktop PCs as per specifications enumerated in Schedule 6.A.1</td>
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