Tender for Supply, Installation, & Commissioning of Laptops, Desktops and All-In-One PC (under buy back arrangement on ‘as-is-where-is’ basis) for NABARD’s Gujarat Regional Office at Ahmedabad.

The Document contains 40 pages

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Gujarat Regional Office, Ahmedabad invites sealed offers from vendors for Supply, Installation and Commissioning of Laptops, Desktops and All-In-One PC (under buy back arrangement on ‘as-is-where-is’ basis) for NABARD, Gujarat Regional Office at Ahmedabad.

The TENDER document can be freely downloaded from NABARD’s website www.nabard.org or https://eprocure.gov.in
# National Bank for Agriculture and Rural Development-RO, Ahmedabad

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TENDER NOTICE

National Bank for Agriculture and Rural Development (NABARD) invites tenders in two parts from all eligible bidders for **Supply, Installation & Commissioning of Laptops, Desktops and All-In-One PC** (under buy-back arrangement on as-is-where-is basis) for NABARD’s Gujarat Regional Office at Ahmedabad as per the terms and conditions contained in the Request For Proposal (RFP)/Tender. The Bidding Document may be downloaded for free from https://www.nabard.org/ or [https://eprocure.gov.in](https://eprocure.gov.in) from 15.00 hrs on 29 December 2020. The other details are given below:

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<thead>
<tr>
<th>Date of commencement of issue of RFP</th>
<th>29 December 2020</th>
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<tr>
<td>Earnest Money Deposit (Bid Security)</td>
<td>Rs.40,000/-</td>
</tr>
<tr>
<td>Last date for receipt of RFP queries</td>
<td>06 January 2021</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:dit.ahmedabad@nabard.org">dit.ahmedabad@nabard.org</a></td>
</tr>
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<td>Telephone: 079-27554003/4019</td>
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<td>Pre-Bid meeting</td>
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<td>Last date and time for receipt of Bids</td>
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<tr>
<td>Date and time of opening of technical bid</td>
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<td>Date and time of opening of commercial bids</td>
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</tr>
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- Bank reserves the right to change the dates mentioned in the RFP which will be displayed, as corrigendum/amendment, at the above websites on which bidding documents are available.

- Please note that all the information desired, needs to be provided by the bidder in the formats specified by the Bank. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of tendering process.

- Earnest Money Deposit (EMD) must accompany with tender offer as specified in this tender document. **EMD amount should not be mixed with commercial bid.**

- Offers received without EMD will be rejected.

- Technical specifications, terms and conditions, various formats and proforma for submitting the tender offer are described in the tender document and its enclosures/annexures.

- Tender offer will be opened online in the presence of the bidders or their representatives who choose to attend the opening of tender as per the above-mentioned details.
Tender No NB.DIT/3106 /DIT- 11(Procurement)/2020-21 Date: 29 December 2020

NOTICE INVITING TENDER

National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C 24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai – 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD, Gujarat Regional Office, Ahmedabad intends to invite sealed Tenders for Supply, Installation & Commissioning of laptops, desktops, All-In-One PC as per configuration given in Annexure 5 A-C (under buy back arrangement on as-is-where-is basis) for its Gujarat Regional Office at Ahmedabad. The details of the systems to be given on buy-back arrangement is given in Annexure 12.

Tender document may be downloaded from NABARD’s website: www.nabard.org or https://eprocure.gov.in

Two Part Offer: -
The offer will have to be submitted in two parts; Technical Bid & Commercial Bid.
The technical bid and the Commercial bid should be separate. The technical bids will be opened by the NABARD in the first instance on the scheduled date and time in the online presence of the vendors who express their interest via email, in attending the same.

At the second stage, financial bids of only technically qualified vendors would be opened after intimating the date, time and link to them for opening of the financial bid for further evaluation and ranking before awarding the contract.

Each page of the Bid document must be signed with proper seal of Vendor/ Bidder through its authorized representative only.

I. Technical Bid
Technical Bid should contain the following: -
   i. Annexure – 1 to 12 as Proposal document with required supporting documents.
   ii. Scan copy of Earnest Money Deposit of Rs.40,000/-
(Payment for EMD can be made by **fund transfer through NEFT/RTGS** to NABARD’s Current Account No.NABADMN02 with RBI, Mumbai. IFS Code: NBRDO0000002 (underlined figures to be read as zero) and documentary evidence of deposit in the form of UTR / Receipt Voucher. Tender without EMD shall be rejected.

iii. An Undertaking by the Authorized Signatory of the Vendor/Bidder, on the letter head of the Vendor/ Bidder stating that the Vendor/ Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice.

iv. Any other information which the Vendor/Bidder would like to submit.

v. **It should be specifically noted that the contents of Technical offer must not reveal commercial details.**

II. **Commercial Bid**

Commercial Bid should contain the following: -

i. Prices in Indian Rupees only with detailed break-up of prices as per Annexure-13;

ii. The Commercial Offer should be in conformity with the terms indicated in paragraph 2.13 - "Terms of Payment".

iii. The Commercial Offer should not contradict the Technical offer in any manner.

iv. The quoted price should be valid for a period of 3 months from the date of opening of Commercial Bid.

The successful vendor has to submit Performance Security equivalent to an amount equal to 2% of accepted value of tender, within 15 days of intimation of acceptance of the tender. The Performance Security will be valid for a period of 180 days beyond the date of completion of all obligations including warranty obligations i.e. 3 years of warranty + 180 days.

**Opening of 'Quotation'**

The Technical Bid will be opened at **15:30 hours on 18 January 2021**. It may be ensured that the bid is submitted in all respects before the scheduled time. The Bids will be opened in the presence of Chief General Manager, NABARD, Gujarat Regional office, Ahmedabad or any other officer designated for the purpose by him and will be opened in the presence of authorized representatives of the individual bidding firms who choose to be present online at the time of opening.
Address for Communication:

The Chief General Manager
NABARD, Gujarat Regional Office,
NABARD Tower, Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat 380013
Tel. No: 07927554003/07927554019
E-mail: dit.ahmedabad@nabard.org

(D K Mishra)
Chief General Manager

Enclosures:

1. Covering Letter for Submission of Offer (Annexure-1)
2. Letter of Authorization (Annexure-2)
3. Manufacturers Authorization Form (Annexure-3)
4. Back-Up commitment from the Manufacturer for System Maintenance (Annexure-4)
5. Detailed specifications for Conventional Laptops (Annexure-5A)
6. Detailed specifications for Conventional Desktops (Annexure-5B)
7. Detailed specifications for All-In-One PC (Annexure-5C)
8. Organizational/Financial Profile of the Vendor/Bidder (Annexure-6)
9. Bidders Eligibility Criteria (Annexure-7)
10. Letter of Indemnity and Undertaking (Annexure-8)
11. Performance Bank Guarantee (Annexure-9)
12. Pre-Contract Integrity Pact (Annexure-10)
13. Format for Complaint to IEM (Annexure-10(a))
15. List of Items to be given on Buy-back (Annexure-12)
16. Format for Commercial Bid (Annexure-13)
2. Terms and Conditions

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

2.0.1 Supply:
   a) License for all the Software Components
   b) Manuals of the Hardware and Software (wherever applicable).
   c) Media like Recovery CD, etc.

2.0.2 Installation:
Installation, Commissioning & Configuration of the supplied equipment in premises of NABARD.

2.0.3 Warranty support:
The successful bidder has to provide Comprehensive Post-Installation warranty support for the systems supplied, for a period of 3 (three) years, on site as per specifications given in Annexure 5A/5B/5C. In case the bidder has to source full or part of the components or services from the OEM, the bidder shall stay responsible.

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

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

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

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

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

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

2.1.7 Any response or communications whatsoever from the bidder received after the last date/time shall be strictly treated as invalid unless called for by NABARD.

2.1.8 No expense incurred by the bidder in the preparation of the quotation against the present tender enquiry shall be borne by NABARD. The submitted bids once opened shall not be returned to the bidder.

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

2.1.10 Any corruption in the software or media (wherever applicable) provided by the bidder shall be rectified during the full warranty period of the contract at no extra cost to NABARD.
2.1.11 The hardware, software and the overall system shall be supported by the successful bidder for the entire period of warranty. The bidder is required to submit an undertaking to this effect along with the technical offer. Absence of the undertaking shall make the offer liable for rejection.

2.1.12 The bidder shall be responsible for installation, commissioning & configuration of the hardware and software and related activities (unpacking, uncrating, inspection etc.). They shall ensure physical availability of all items as per the packing list. The bidder shall take necessary insurance cover at their own cost for the goods that are transported until the signing of the Machine Installation Report.

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

2.2 Eligibility Criterion:
Offers are invited only from those Vendors/Bidders who fulfill the following eligibility criteria and other conditions as stipulated in Annexure – 7 specifically and in this tender :

2.2.1 The product offered should comply with the certifications indicated in detailed specifications of the hardware/software. The bidder should submit supporting documents along with the Technical Offer.

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

2.2.3 The bidder should provide the Manufacturer's Authorization Form as per format given in Annexure-3. The Manufacturer's Authorization Form should not be older than 3 financial years preceding the financial year in which the tender/quotation is being submitted. Offers without proper authentication from the manufacturer/OEM shall be treated as incomplete and shall be rejected.

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

2.2.5 The bidder should have a dedicated comprehensive support service centre at Ahmedabad.

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

2.2.7 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 of the Vendor/Bidder should be submitted as a part of Technical Offer.

2.2.8 The Vendor/Bidder should submit its Organizational/Financial profile in the proforma detailed in Annexure-6 as a part of Technical Bid. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Offer.

2.2.9 The vendor/bidder should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than Rs. 40 lakh. 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, duly certified by CA in this regard should be provided as a part of Technical offer.

2.2.10 The vendor/Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document.
2.2.11 For registered MSEs viz., DIC/KVIC/KVIB/NSIC - L-1+15% shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone else and such MSE shall be allowed to supply to 20 percent of total tendered value. The 20% quantity is to be distributed proportionately among these bidders in case there are more than one MSMEs within such price band. Within this 20% a purchase preference of four percent (i.e. 20% is reserved for MSEs owned by SC/ST entrepreneurs (if they participate in the tender process and match the L1 price). Provided that in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub target shall be met out from other MSEs who would be treated as owned by SC/ST entrepreneurs.

2.2.12 Domestically Manufactured Electronic Products

2.2.12.1 The guidelines contained in GOI policy on procurement preference for Domestically Manufactured Electronics Products (DMEP) will be applicable for this tender. Accordingly, the DMEP bidder quoting a price within the band of L1 + 20 (twenty) per cent, in a situation where the L1 price is not from a DMEP, is eligible for being awarded minimum 30 (thirty) per cent of the total tendered value, if he agrees to match the L1 price. In case the first eligible DMEP bidder fails to match the L1 bid, the DMEP bidder with the next higher bid will be invited to match the L1 bid and so on. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding the L1 bid will secure the order for the full procurement value.

2.2.12.2 In the situation of there being more than one L1 bid, then the order will be divided equally among the L1 bidders. Similarly, in a situation where there are more than one DMEP bidder quoting identical bid amounts and agreeing to match L1 price, then the 30% tendered value will be divided among the DMEP bidders.

2.2.13 Performance Security (Bank Guarantee)/Initial Security Deposit (ISD): To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder who has been awarded the contract. Performance Security is to be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Nationalized Commercial Banks or online payment in an acceptable form to safeguard the Bank's interest in all respects. The amount of Performance Security shall be 2% of the accepted value of the tender to be deposited by the vendor within 15 days of intimation of acceptance of his tender. A specimen of Bank Guarantee in lieu of performance security is enclosed as Annexure- 9.

2.3 Installation /Implementation Experience:
The Vendor/Bidder must have experience, in last three years, of installation, testing and commissioning of Hardware/Software of the product quoted.

2.4 Validity period of the TENDER:
   a) The quotation shall remain open for acceptance by NABARD for a period of 90 days from the date of opening of Commercial Bid. The period may be extended by mutual agreement and the Vendor/Bidder shall not cancel or withdraw the 'quotation' during this period.
   b) The Vendor/Bidder must use only the formats prescribed in "Tender Document" to fill in the quotation.
   c) The 'Quotation' must be filled in English and the amounts should be both in figures and words. If any of the documents is missing or unsigned, the 'Quotation' will be considered invalid and rejected by NABARD.
   d) All erasures and alterations made in the 'Quotation' and overwriting of any kind is also not permitted. Failure to comply with either of these conditions will render the 'Quotation' invalid. No advice of any change in rate or conditions after the opening of the 'Quotation' will be entertained.
2.5 Signatory:
Each page of the Bid document should be signed by the Vendor/Bidder who is authorized to sign the bid.

2.6 Opening of Quotation
The Technical Bid will be opened online at 15.30 hours on 18 January 2021 at NABARD, Gujarat Regional Office in the presence of the Vendors/Bidders who choose to remain present online, by intimation via email to that effect. The date of opening of the Commercial Bid shall be communicated separately.

2.7 Earnest Money Deposit (EMD):
The Vendor/Bidder shall furnish an EMD for an amount of Rs.40,000/- (Rupees Forty Thousand only) in the form of fund transfer through NEFT/RTGS to NABARD’s Current Account (Account details given on Page-6)

The EMD receipt should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition viz., Bid Security of Rs. 40,000/- (Rupees Forty Thousand only) shall result in summary rejection of the Quotation/Bid.

The EMD shall be forfeited:
 a) If a Vendor/Bidder withdraws his offer during the period of validity of the bid.
b) If the successful Vendor/Bidder fails to execute the work satisfactorily within the stipulated time schedule.

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

2.8 Bid Price:
The Tender document may be downloaded from NABARD's website www.nabard.org or https://eprocure.gov.in free of cost.

2.9 Warranty period:
The warranty will commence from the date of acceptance of Machine Installation Report (MIR). During the warranty period of 3 years, Vendor/Bidder shall provide on-site free maintenance services for trouble shooting of hardware and related software problems and replacement of parts free of charge.

2.10 Indemnity:
The successful bidder shall indemnify NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any material used for (hardware and/or software) or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The successful bidder shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The successful bidder, before starting the work of execution of the service contract as described under scope of work, is required to submit a "Letter of Indemnity and Undertaking". A specimen of such letter is enclosed as Annexure-8.

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

The Vendors/Bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.
The commercial offer 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 offer validity period, the same shall be passed on to NABARD.

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

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

2.13 Terms of Payment
Payment will be made by NABARD according to the procedure and schedule mentioned below:

90% of the total cost of Hardware & Software Components shall be paid on supply and installation and on submission of the Machine Installation Report (MIR) accepted by the competent authority of NABARD. The remaining 10% shall be released on submission of Performance Security. It is expected that the Performance Security (Bank Guarantee) is to be submitted within 15 days of intimation of the award of the contract.

2.14 Term of execution of work:
The overall time limit for satisfactory Supply, Installation and Commissioning of Hardware/Software shall be three weeks from the date of the work order. Time shall be the essence of the contract.

2.15 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 (To be adjusted against the Tax Invoice).

2.16 Agreement:
The issue of Purchase Order by NABARD shall be construed as a binding contract.

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

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

2.18 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 Ahmedabad and the language of arbitration shall be English.

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

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

2.19 Order cancellation

a) NABARD reserves its right to cancel the entire/unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:-

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

c) 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).

d) Any other appropriate reason incidental to clause (a) & (b) above.

2.20 Right to Accept or Reject the Bid

NABARD shall reserve the right to accept/reject and cancel the bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of bid/issue of acceptance letter/sale order/delivery order/deposit of the full sale value by the bidder, without assigning any reason therefor and the value of such material, if paid for, shall be refundable. NABARD shall not be responsible for damage/ loss to bidders on account of such withdrawal at any stage from the sale.
2.21 Force Majeure

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

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

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

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

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

2.22 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 technical requirement.)

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. 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.

2.23 List of buy back items

The details of items listed under buy back arrangement have been included in Annexure 12, on ‘as–is–where-is’ basis and the vendor has to make his own arrangement to take these items.

2.24 Inspection by Bidders

In view of the ‘as–is–where-is’ condition, bidders may quote rates after inspection of items at the site. The bidder or his authorized representative may inspect the materials from the date of commencement of RFP till 06 January 2021, between 15.00 hrs and 17.00 hrs on all working days i.e. Monday to Friday (Excluding Public Holidays). The items will be available for inspection in Department of Information and Technology (DIT), 4th floor, NABARD Towers, Opp. Municipal garden, Usmanpura, Ahmedabad-380013.

2.25 Integrity Pact

All prospective bidders/vendors have to enter into a Pre-Contract Integrity Pact with the Bank to be eligible to participate in this tender process. A specimen of such letter is enclosed as Annexure-10 (a).
Annexure-1

(Covering Letter for Submission of Offer)

The Chief General Manager
National Bank for Agriculture and Rural Development,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of Laptops, Desktops, All-In-One PC (under buy back arrangement of items on ‘as–is-where-is’ basis) for NABARD’s Gujarat Regional Office, Ahmedabad

With reference to the above TENDER notice, having examined and understood the instructions, terms and conditions forming part of your above inquiry, we hereby enclose our offer for supply of the equipment and services as detailed in your above referred inquiry.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred TENDER and enclosures.

We also understand that NABARD is not bound to accept the offer either in part or in full. If NABARD rejects the offer in full or in part, NABARD may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:
Annexure-2

Specimen of Letter of Authorization

To

The Chief General Manager
National Bank for Agriculture and Rural Development,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat - 380013

Dear Sir

Subject:

We__________________ (name of the company) have submitted our bid for participating in Bank's RFP/Tender dated ___________ for_______________.

We also confirm having read and understood the terms of RFP/Tender as well as the scope of work & requirements.

As per the terms of RFP/Tender, we nominate Mr/Ms________________, designated as _______________ of our company to participate in the bidding process.

NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by Mr/Ms __________________ on behalf of the company in the bidding process, failing which our EMD is liable to be forfeited. 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 Representative</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 within Company /Organization -</td>
<td>Verified by</td>
</tr>
</tbody>
</table>
Annexure-3

Manufacturer's Authorization Form (MAF)

(On Manufacturer’s letter head)

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

No._____________ dated_____________

To

The Chief General Manager
National Bank for Agriculture and Rural Development,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

Dear Sir

We ____________________________________________________ who are established and reputed manufacturer ___________________________________________________ having organization at ___________________________________________________ and ______________________________ do hereby authorize M/s_________________________ (Name and address of Agent/Dealer) to offer 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. This letter should not be older than 3 financial years preceding the financial year in which the tender/quotation is being submitted.
Annexure-4

Backup Commitment from the Manufacturer for System Maintenance
(On Manufacturer's letterhead)

The Chief General Manager
National Bank for Agriculture & Rural Development,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of Laptops, Desktops, All-In-One PC (under buy back arrangement of items on ‘as-is-where-is-basis’) for NABARD's Gujarat Regional Office at Ahmedabad

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) to you at the same terms and conditions as Proposed by M/s.____________________________. This assurance will be valid for a minimum period of three years after handing over of the installation and for a further period as may be decided on the basis of a joint review after expiry of three years.

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

Yours faithfully

For

(Name & Designation)

Date:
### Annexure-5A

**Detailed Specifications for Conventional laptops (Windows)**  
**Number Required : 36 (Thirty Six)**

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Component</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Make</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CPU</td>
<td>Intel Core i5 10210U or above/equivalent</td>
</tr>
<tr>
<td>4</td>
<td>Memory</td>
<td>8GB (DDR4)</td>
</tr>
<tr>
<td>5</td>
<td>Display</td>
<td>14 inches 1366 x 768 Anti-Glare</td>
</tr>
<tr>
<td>6</td>
<td>HDD</td>
<td>256 GB SSD</td>
</tr>
<tr>
<td>7</td>
<td>Connectivity</td>
<td>10/100/1000 Gigabit Ethernet Port, 802.11 ac, Bluetooth® 4.1</td>
</tr>
</tbody>
</table>
| 8      | Ports                   | USB 3.1 Port :1 or more  
                             USB Type-C Port :1  
                             HDMI Port :1  
                             VGA Port :1  
                             SD Card Reader :1 |
| 9      | Power Supply & Battery | Integrated Li-Ion 40Whr battery/Battery Backup minimum 4 hours |
| 10     | Operating System        | Windows 10 Pro preloaded (No volume based license allowed) |
| 11     | Multimedia              | Inbuilt Speakers, Inbuilt Microphone, Inbuilt WebCam |
| 12     | Keyboard & Mousepad     | Inbuilt Backlit Keyboard, Inbuilt Touchpad |
| 13     | Others                  | Laptop weight - Less than 2 Kg, Laptop Backpack (Bag), Security lock hole should be available |
| 14     | Warranty                | Three-years Comprehensive On-site warranty from the OEM |
| 15     | Compliance - Energy Efficiency | RoHS-compliant, ENERGY STAR OR EPEAT or equivalent compliance |

*  The specifications offered may be clearly indicated.  
*  “Yes” under specifications offered will not be accepted.
## Annexure-5B

**Detailed Specifications for Conventional Desktops (Windows)**  
**Number Required : 53 (Fifty Three)**

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Component</th>
<th>Minimum Specifications</th>
<th>Specifications offered *</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Make</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CPU</td>
<td>Intel Core i5 10400 Processor or above/equivalent</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Memory</td>
<td>8 GB (DDR4)</td>
<td></td>
</tr>
<tr>
<td>5</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>6</td>
<td>Form Factor</td>
<td>Small Form Factor</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Monitor</td>
<td>Monitor 18.5&quot;</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>HDD</td>
<td>256 GB (Solid State Drive)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Ports</td>
<td>6 USB (at least 2 on front side and at least 2 USB 3.0)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Key Board/Mouse</td>
<td>Standard Key board and USB Optical/Laser Scroll Mouse</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Operating System</td>
<td>Windows 10 Professional preloaded (No volume based license allowed)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Compliance</td>
<td>Energy Star Compliance, RoHS, TPM 2.0 or equivalent</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Warranty</td>
<td>Three-year Comprehensive On-site warranty provided by OEM (Not by Vendor)</td>
<td></td>
</tr>
</tbody>
</table>

* The specifications offered may be clearly indicated.  
* “Yes” under specifications offered will not be accepted
## Annexure-5C

**Detailed Specifications for All-In-One PC**  
**Number Required: 01 (One)**

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Component</th>
<th>Minimum Specifications</th>
<th>Specifications offered *</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Make</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CPU</td>
<td>Intel Core i7 10700 or 10700 T or equivalent or above</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Memory</td>
<td>16 GB or above (DDR4)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Chipset</td>
<td>Intel Chipset Motherboard with onboard/discrete Graphics sound card and Ethernet port</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Display</td>
<td>Monitor 23” or higher IPS LED backlit widescreen Touch Display with Anti-glare and FHD resolution (1920 * 1080)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>HDD</td>
<td>1 TB HDD plus 128 GB SSD</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Optical Drive</td>
<td>Not required</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Ports</td>
<td>At least 2 USB 3.0 ports, HDMI out or Display port</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Key Board/Mouse</td>
<td>Wireless Key board and Wireless Laser Scroll Mouse</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Connectivity</td>
<td>10/100/1000 Gigabit Ethernet Card, 802.11b/g/n, Bluetooth® 4.0</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Operating System</td>
<td>Windows 10 Pro preloaded (No volume based license allowed)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Compliance</td>
<td>Energy Star Compliance or EPEAT registered, RoHS, TPM 2.0 or equivalent</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Multimedia</td>
<td>HD Audio, Inbuilt Stereo Speakers, Integrated Microphone, HD Webcam</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Warranty</td>
<td>Three-year Comprehensive On-site warranty including Key Board and Mouse from the OEM</td>
<td></td>
</tr>
</tbody>
</table>

* The specifications offered may be clearly indicated.  
* “Yes” under specifications offered will not be accepted
Annexure-6
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. Contact Number :

5. 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 and Designation)

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

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

9. Total Number of Employees _____

10. Number of locations where Service Support Centres are available for catering to the products being offered.

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>2019-20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of reputed major Corporate Customers to whom the similar solution is provided</td>
<td>Furnish details in the following format. Important : Indicate the contact details of at least 3 years</td>
<td></td>
</tr>
<tr>
<td>Name and address of the Customer with phone number</td>
<td>Approx. total units connected using devices supplied in Customer's Organization</td>
<td>Year of Supply</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Vendor/Bidder

Name:

**Note: To be furnished on Vendor’s /Bidder’s letterhead.**
### Annexure – 7

#### Bidders Eligibility Criteria

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Eligibility Criteria</th>
<th>Details of Eligibility</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Level of Direct Channel Partnership with OEM</td>
<td>Gold / Platinum, etc.</td>
<td>Copy of Certificate to be enclosed</td>
</tr>
<tr>
<td>3</td>
<td>Company should have earned profits in the last 3 Financial Years, viz. 2017-18, 2018-19 &amp; 2019-20</td>
<td>2017-18-Rs. ____ lakh &lt;br&gt; 2018-19-Rs. ____ lakh &lt;br&gt; 2019-20-Rs. ____ lakh</td>
<td>Attach audited Balance Sheet, P&amp;L Account for last 3 financial years</td>
</tr>
<tr>
<td>4</td>
<td>Bidder should have supplied (1) at least one similar order valuing not less than 55 lakh OR (2) two similar orders valuing not less than 35 lakh during the current financial year or in the last 3 financial years, viz. 2017-18, 2018-19 &amp; 2019-20</td>
<td>Supply of 36 or more Laptops/54 or more Desktops during the year(s)</td>
<td>Copy of Purchase Order clearly indicating the number and make of item supplied</td>
</tr>
<tr>
<td>5</td>
<td>Support Service Centre Details in Ahmedabad of the Bidder Company</td>
<td>Service Centre Address details</td>
<td>Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers</td>
</tr>
<tr>
<td>6</td>
<td>Support / Service Centre Details of OEM</td>
<td>OEM Support Service Centre Address details</td>
<td>Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers</td>
</tr>
<tr>
<td>7</td>
<td>If bidder company registered as MSE, then give MSE Registration Certificate</td>
<td>Registration No. and Entity with which registered as MSE</td>
<td>Copy of Certificate of Registration</td>
</tr>
<tr>
<td>8</td>
<td>If bidder company is registered as MSE and owned by SC/ST entrepreneur</td>
<td>Community Certificate No.</td>
<td>Copy of Community Certificate of Entrepreneur</td>
</tr>
<tr>
<td>9</td>
<td>If eligible under Domestically Manufactured Electronic Products for Laptops, proof of domestic manufacture with details of location of manufacture</td>
<td>Registration Certificate of Factory in Special Economic Zone or otherwise as OEM or their contract manufacturers but not traders</td>
<td>Proof of Factory Registration, etc.</td>
</tr>
</tbody>
</table>
Annexure - 8
Specimen of Letter of Indemnity and Undertaking
(to be submitted by the successful bidder)

To

The Chief General Manager
National Bank for Agriculture and Rural Development,
Gujarat Regional Office,
Opposite Municipal Garden,
Usmanpura, Ahmedabad, Gujarat -380013

Dear Sir

Subject:

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail _____________________________(type of procurement) at____________________ (place) as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said __________________(bidder) 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 the said systems package 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 systems.

We, the said __________________(bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, 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.

SCHEDULE

(Please list all the hardware/software supplied to NABARD for providing this service)

Yours faithfully

(Name and Designation) of Authorized Official
Annexure - 9
Performance Bank Guarantee format

(on Non-Judicial Stamp Paper of requisite value)

This Deed of Guarantee executed at _______ on this day of ______________________ by __________________________ Bank, a Banking Company constituted under __________________________ Act, having its Branch Office at __________________________ (hereinafter referred to as "Bank" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act. 1981 having its Regional Office at The NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad-380013. (Hereinafter referred to as "NABARD/Purchaser" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) NABARD is desirous of installing and commissioning Computer Hardware at its various departments at its Regional Office in Ahmedabad (hereinafter referred to as "said works") and has requested a______________________________ registered/established/constituted under/by__________________________

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor/supplier.

We__________________ (Name of the Bank) both hereby irrevocably and unconditionally guarantee to pay to NABARD, forthwith on mere demand and without any demur, as may be claimed by NABARD to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by NABARD by reason of failure to perform the said works as per the said contract.

2) Notwithstanding anything to the contrary, the decision of NABARD as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask NABARD to establish its claim or claims under this Guarantee but shall pay the same to NABARD forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by NABARD on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABARD and the contractor/supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
3) This Guarantee shall expire at the close of business hours on ______________ (this date should be the date of expiry of the warranty/contract plus 180 days) without prejudice to NABARD's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

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

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

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

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

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

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

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

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

12) Notwithstanding anything contained herein: -

a) Our liability under this Bank Guarantee shall not exceed and is restricted to ____________________________ (Rs. ______________________ only)

b) This Guarantee shall remain in force up to _____________________ or up to the date extended by renewal of this guarantee.

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

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

DATED AT GUJARAT THIS _________________ DAY OF _________________________

FOR and on behalf of _____________________________________________ Bank

Sd/-
Annexure- 10

Specimen of Pre-Contract Integrity Pact

General
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on __________ day of the month of __________ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by ___________________________ (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s __________________ represented by ___________________________ (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure________________________ (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,
To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER
1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to the correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry in being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERs**

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principles or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of Companies Act 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting the commercial bid, the BIDDER shall deposit an amount Rs. __________ (Rupees ______________ only) as Earnest Money/Security Deposit, with the BUYER through fund transfer through NEFT/RTGS to NABARD’s Current Account No. NABADMNo2 with RBI, Mumbai. IFS Code: NBRD0000002 (underlined figures to be read as zero)

5.2 The Earnest Money/Security Deposit in respect of unsuccessful bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of
only upon the Vendor/Bidder’s completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/ Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Performance Bank Guarantee**

6.1 The successful Bidder shall, at his own expense, deposit with the Chief General Manager, NABARD, Gujarat Regional Office, Ahmedabad, within 10 days of the notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Page 6 of the Notice Inviting Tender for an amount equivalent to 2% per cent of the of the total order value of _____________(value of tender work) in lieu of Retention Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

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

6.3 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.

6.4 The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the warranty period of __three__ years after due performance of the obligations of the Bidder under the contract.

7. **Sanctions for Violations**

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash Earnest Money Deposit and Performance Bond/Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with our without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

8. Fall Clause
8.1 The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
9. **Independent Monitors**
9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

**The IEM for this project would be** Shri Debabrata Sarkar, Mayfair Boulevard (Narayan Apt.), Flat No.701, Main Avenue Road, Santacruz (West), Mumbai – 400 054 or as designated/appointed.

A ‘complaint format’ to be used by the bidder/vendor and the Bank for lodging complaint to the IEM is enclosed as Annexure-10(a)

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

9.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

9.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

10. **Facilitation of Investigation**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

11. **Law and Place of Jurisdiction**
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

12. **Other Legal Actions**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. **Validity**

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties here hereby sign this Integrity Pact at_______on________________________.

BUYER

BIDDER

Name of the Officer

Designation

Chief Executive Officer

NABARD

Witnesses: 1. 2.

Witnesses: 1. 2.
Annexure 10 (a)

**Format for complaint to Independent External Monitor (IEM)**

<table>
<thead>
<tr>
<th>Sr. No.</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:</td>
</tr>
<tr>
<td></td>
<td>a) Particulars:</td>
</tr>
<tr>
<td></td>
<td>b) Date of tender called for:</td>
</tr>
<tr>
<td></td>
<td>c) Last date of submission:</td>
</tr>
<tr>
<td></td>
<td>d) 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>
Annexure- 11

Bank account details for E-payment
[To be submitted on Letter Head]

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Account details</th>
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<tbody>
<tr>
<td>1</td>
<td>Beneficiary Name and address</td>
</tr>
<tr>
<td>2</td>
<td>Bank and Branch Name with address to which funds should be remitted</td>
</tr>
<tr>
<td>3</td>
<td>Branch code</td>
</tr>
<tr>
<td>4</td>
<td>Beneficiary A/c number</td>
</tr>
<tr>
<td>5</td>
<td>IFSC code of the Bank Branch to which funds would be remitted</td>
</tr>
<tr>
<td>6</td>
<td>Account type of beneficiary account No. [SB/CA]</td>
</tr>
<tr>
<td>7</td>
<td>Cancelled Cheque (to be enclosed)</td>
</tr>
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</table>

Note: In future, whenever there will be any change in the above account details, the same will be intimated to NABARD.

Signature of Authorised Official with stamp:

Name:
Date:

Enclosed: One Cancelled Cheque Leaf
Annexure 12

List of Systems to be given on Buyback
(On as-in-where-is basis)

Conventional Desktop

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<thead>
<tr>
<th>Sr. No</th>
<th>Make</th>
<th>Year of Purchase</th>
<th>Quantity</th>
<th>Model</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>SIS</td>
<td>Apr-12</td>
<td>7</td>
<td>AGILDAG 4659</td>
</tr>
<tr>
<td>2</td>
<td>HCL</td>
<td>May-09</td>
<td>2</td>
<td>EC2</td>
</tr>
<tr>
<td>3</td>
<td>HP</td>
<td>Feb-14</td>
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<td>HP 8300</td>
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<td>4</td>
<td>ACER</td>
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<td>70</td>
<td>ACER VERITON</td>
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All-In-One PC

<table>
<thead>
<tr>
<th>Sr. No</th>
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<th>Year of Purchase</th>
<th>Quantity</th>
<th>Model</th>
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</thead>
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<tr>
<td>5</td>
<td>DELL</td>
<td>Nov-16</td>
<td>1</td>
<td>OptiPlex 7440 AIO Series</td>
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## Annexure – 13
### Commercial Bid
#### Purchase of Hardware

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<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Quantity (Nos)</th>
<th>Unit Price (Rs) (in figs.)</th>
<th>Total (Rs)</th>
<th>GST (Rs)</th>
<th>Octroi/Entry tax, if any (Rs)</th>
<th>Total inclusive of all taxes (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Purchase of New Systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Laptops (as per spec. in Anx 5A)</td>
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<td>2</td>
<td>Desktops (as per spec. in Anx 5B)</td>
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<td></td>
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<td></td>
</tr>
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<td>3</td>
<td>All-In-One PC (as per spec. in Anx 5C)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total of I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>90</td>
</tr>
<tr>
<td>II</td>
<td>Buy back of old systems (as per Anx. 12)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SIS - AGILDAG 4659</td>
<td>7</td>
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</tr>
<tr>
<td>2</td>
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