



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Regional Office/ क्षेत्रीय कार्यालय

Bhubaneswar/ भुवनेश्वर

Tender for Supply, Installation & Commissioning of 31 Laptops (under buy back arrangement on as is where is basis) for NABARD's Regional Office at Bhubaneswar

नाबार्ड, ओड़िशा क्षेत्रीय कार्यालय, भुवनेश्वर के लिए 31 लैपटॉप की आपूर्ति, स्थापना और कमीशन (जहां आधार है वहाँ वापस खरीदने की व्यवस्था की तहत) के लिए निविदा

The Document contains 32 pages

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD) Regional Office, Bhubaneswar invites sealed offers from vendors for supply, Installation and Commissioning of 31 Laptops (under buy back arrangement on as is where is basis) for NABARD's Regional Office at Bhubaneswar.

The TENDER document can be downloaded from NABARD's website www.nabard.org.

National Bank for Agriculture and Rural Development, R.O. Bhubaneswar

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TENDER NOTICE

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers/ tenders in two parts from all eligible bidders for **Supply, Installation & Commissioning of 31 Laptops (under buy back arrangement on as is where is basis) for NABARD's Regional Office at Bhubaneswar** as per the terms and conditions contained in the Request For Proposal (RFP)/ Tender. The Bidding Document may be obtained from the Bank's office located at NABARD, 2/1 Nayapalli, Bhubaneswar-751015 or downloaded from <https://www.nabard.org/> on a non-refundable payment of Rs.500/- by way of demand draft in favour of the Bank payable at Bhubaneswar. The other details are given below:

Date of commencement of issue of RFP	10 February 2020
Cost of RFP document (non-refundable)	Rs.500/-
Earnest Money Deposit (Bid Security)	Rs.18,350/-
Last date for receipt of RFP queries	16 February 2020
Last date and time for receipt of Bids	28 February 2020 15.00 hrs
Date and time of opening of technical bid	28 February 2020 15.30 hrs
Place of receiving and opening of tenders	3 rd Floor, NABARD, 2/1 Nayapalli, Bhubaneswar-751015 Email : dit.bhubaneswar@nabard.org
No.of envelopes (non-window, sealed) to be submitted	Two (2) Envelopes a) Sealed envelope 1 containing technical bid+ EMD DD/BG + cost of RFP document b) Sealed envelope 2 containing commercial bid Both the envelopes to be placed in one sealed envelope

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 must accompany with tender offers as specified in this tender document. EMD amount should not be mixed with commercial bid. It should be contained in envelope-1 with the technical bid. The bidders who would download the tender document from the websites should pay the cost of RFP by way of demand draft in favour of NABARD payable at Bhubaneswar which should be contained in envelope-1.

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 in the presence of the bidders or their representatives who choose to attend the opening of tender on the abovementioned date, time and place.

Tender No NB.DIT/ 5092 / DIT-25 /2019-20
टेंडर (ओ डी आई) / 5092 /डीआईटी -25 / 2019-20

Date: 10 फ़रवरी 2020
दिनांक : 10 फ़रवरी 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, Regional Office, Bhubaneswar intends to invite sealed Tenders for Supply, Installation & Commissioning of 31 Laptops as per configuration given in **Annexure 5** (under buy back arrangement on as is where is basis) for its Regional Office at Bhubaneswar. The details of the 44 (Out of which 13 are in dead condition) Laptops to be given on buy-back arrangement is given in **Annexure 11**.

Tender document may be downloaded from NABARD's website: www.nabard.org. The tender is liable to be rejected if not accompanied with this amount.

Two Part Offer: -

The offer will have to be submitted in two parts; Technical Bid & Commercial Bid.

The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. The technical bids will be opened by the NABARD in the first instance on the scheduled date and time in the presence of the vendors who turn up.

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

Technical Bid must be submitted in sealed cover, giving full particulars, addressed to **Shri A Chandrasekhar, The Chief General Manager, NABARD, 2/1 Nayapalli, Bhubaneswar-751015**. The bids may be **dropped in the Tender-box** placed in the **Third Floor of our Regional Office**. Bid/Quotations received after this date and time will not be entertained. Each page of the Bid document must be signed with proper seal of Vendor/Bidder.

The envelope containing Technical Bid should be duly superscribed "**Technical Offer for 31 Laptops**"

Envelope No.1 (Technical Bid)

Technical Bid should contain the following: -

- i. Earnest Money Deposit of Rs.18,350/- by means of DD payable at Bhubaneswar;
- ii. Annexure – 1 to 9 as Proposal document with required supporting documents.
- 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 commercials.**

Envelope No. 2 (Commercial Bid)

Commercial Bid should contain the following: -

- i. Prices in Indian Rupees only with detailed break-up of prices as per **Annexure-12**;
- 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 within 15 days of intimation of acceptance of the tender, an amount equal to 2% of accepted value of tender. The Performance Security will be valid for a period of 60 days beyond the date of completion of all obligations including warranty obligations i.e. 3 years of warranty + 60 days.

1.2 Opening of 'Quotation'

The Envelope No.1 containing the Technical Bid will be opened at 1530 hours on 28th February 2020. It may be ensured that the bid is delivered in the Department. The Bids will be opened at this Office in the presence of General Manager, Department of Information Technology, National Bank for Agriculture and Rural Development, NABARD, Regional office, Bhubaneswar or any other officer designated for the purpose by him and will be opened in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening.

Address for Communication: -

The Chief General Manager
National Bank for Agriculture & Rural Development
NABARD, 2/1 Nayapalli, Bhubaneswar-751015.
Contact Tel No. –06742374301, 06742553884
E-mail:- dit.bhubaneswar@nabard.org

बिस्वस्त

Sd

(P R Jha) / पी आर झा

Deputy General Manager / उप महा प्रबन्धक

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 DIT.

2.0.3 Warranty support:

The successful bidder has to provide Comprehensive Post-Installation warranty support for the Laptops supplied for a period of 3 (three) years, on site. 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:

- 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 Authorisation Form as per format given in **Annexure-3**. 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 Bhubaneswar.
- 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 head 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 **30% of the estimated cost of tender**. 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 offer as **per Annexure-7**.

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 MSE. MSEs 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-10.**

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 3 months 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 at 1530 hours on 28th February 2020 at DIT, NABARD, and Regional Office in the presence of the Vendors/Bidders who choose to remain present. 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.18,350/- (Rupees Eighteen thousand three hundred fifty only) in the form of Demand Draft drawn in favour of National Bank for Agriculture and Rural Development, payable/enforceable at Bhubaneswar.

The EMD should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition viz., Bid Security of Rs.18,350/- (Rupees Eighteen thousand three hundred fifty only) shall result in summary rejection of the Quotation/Bid.

The EMD shall be forfeited:

- i. If a Vendor/Bidder withdraws his offer during the period of validity of the bid.
- ii. 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 and used for submission. However, the cost of the Tender i.e., Rs.500/- (Rupees Five Hundred only) (non-refundable) should be paid by way of Demand Draft drawn in favour of National Bank for Agriculture and Rural Development, payable at Bhubaneswar, while submitting the Quotation to NABARD. The above Demand Draft should be handed over to NABARD authorities in a separate envelope. The envelope should be duly superscribed as "**Cost of TENDER of Rs.500/- paid through Demand Draft No _____ dated _____**)".

2.9 Warranty period:

The warranty will commence from the date of acceptance of 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 **five 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 Bhubaneswar 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

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:-

- 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 **five weeks** from the date of acceptance/receipt of the work order (except with written permission from NABARD).
- c 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.

2.24 List of buy back Laptops

44 Laptops (Out of which 13 are in dead condition) listed are under buy back arrangement on as is where is basis and the vendor has to make his own arrangement to take these Laptops.

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Annexure-1

(Covering Letter for Submission of Offer)

The Chief General Manager
National Bank for Agriculture & Rural Development
NABARD, 2/1 Nayapalli, Bhubaneswar-751015.
Contact Tel No. –06742374301, 06742553884
E-mail:- dit.bhubaneswar@nabard.org

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of 31 Laptops (under buy back arrangement on as is where is basis) for NABARD's Regional Office at Bhubaneswar

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 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 Authorisation

To

NABARD

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

Signature with company seal	
Name –	Name of Authorised Representative
Company / Organization –	Designation of Authorised Representative
Designation within Company / Organization –	Signature of Authorised Representative
Address of Company / Organization –	Verified by

Annexure-3

Manufacturer's Authorization Form (MAF)

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

No. _____ dated _____

To,
The Chief General Manager
National Bank for Agriculture & Rural Development
NABARD, 2/1 Nayapalli, Bhubaneswar-751015.
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.

Annexure-4

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

The Chief General Manager
Department of Information Technology
National Bank for Agriculture & Rural Development
NABARD, 2/1 Nayapalli, Bhubaneswar-751015.

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of 31 Laptops (under buy back arrangement on as is where is basis) for NABARD's Regional Office at Bhubaneswar

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)

Annexure-5

Detailed Specifications for Conventional Laptops (Windows) Offered

Sl.No	Component	Minimum Specifications	Specifications offered *
1	Make		
2	Model		
3	CPU	Intel Core i5 8265U or above/equivalent	
4	Memory	8 GB (DDR4)	
5	Form Factor	Small Form Factor	
6	Monitor	14 inches 1366 * 768 Anti-Glare	
7	HDD	256 GB (Solid State Drive)	
8	Ports	USB 3.x Port : 1 or more USB Type-C Port :1 HDMI Port : 1 VGA Port : 1 SD Card Reader : 1	
9	Power Supply & Battery	Integration Li-Ion 45 Whr battery/ Battery Backup minimum 4 hours	
10	Operating System	Windows 10 Pro 64 bit preloaded (No volume based licenses allowed)	
11	Multimedia	Inbuilt Speakers, Integrated Microphone, Integrated Webcam	
12	Keyboard & Mouse	Integrated Backlit keyboard, Inbuilt Touchpad	
13	Others	Laptop weight – Less than 2kg, Laptop Backpack (Bag)	
14	Warranty	Three-year Comprehensive Onsite warranty provided by OEM	
15	Compliance – Energy Efficiency	RoHS- Compliant, ENERGY STAR OR EPEAT or equivalent compliance	
16	Indicative cost	Rs.70,000/- including taxes	

***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. 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)

Signature of Vendor/Bidder

Name:

Annexure-7

BIDDERS ELIGIBILITY CRITERIA

Sl.No.	Eligibility Criteria	Details of Eligibility	Supporting Document
1	Turnover of the Company – Minimum – 30% of the estimated cost of tender, during the last 3 Financial Years, viz. 2016-17 , 2017-18 & 2018-19	2016-17 – Rs.____ Lakh 2017-18 – Rs.____ Lakh 2018-19 – Rs.____ Lakh	Certificate from CA indicating the Turnover year-wise
2	Company should have earned profits in the last 3 Financial Years, viz. 2016-17 , 2017-18 & 2018-19	2016-17 – Rs.____ Lakh 2017-18 – Rs.____ Lakh 2018-19 – Rs.____ Lakh	Attach audited Balance Sheet, P&L Account for last 3 financial years
3	Support Service Centre Details in Bhubaneswar of the Bidder Company	Service Centre Address details	Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers

Annexure - 8

Specimen of Letter of Indemnity and Undertaking

(to be submitted by the successful bidder)

To

NABARD

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 of 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 – 10

SPECIMEN OF PERFORMANCE BANK GUARANTEE

To

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

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

- 1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to -----²⁰ (validity date of BG) money or monies not exceeding a total sum of Rs ____/- (Rupees ----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser

forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

- 3) This Guarantee shall expire on _____ 20 (validity date) without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e _____ 20 .
- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- 5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser's principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

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

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only) ;
- ii) This Bank Guarantee shall be valid up to _____ (validity date) ;
- iii) Unless actions to enforce the claims is filed on or before _____ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
- iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before ___ (validity date)

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

Date this ----- day of ----- 201 at -----

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

sd/- -----

Annexure – 11

(Details of Laptops under Buyback - List of items to be disposed of on “as is where is basis”)

Sl No	Make	Model	Purchase Date	Buyback Price Quoted
1	DELL	Dell Latitude 3450	5-May-2016	
2	DELL	Dell Latitude 3450	12-Jun-2015	
3	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
4	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
5	DELL	Dell Latitude 3450	12-Jun-2015	
6	DELL	Dell Latitude 3450	5-May-2016	
7	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
8	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
9	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
10	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
11	DELL	Dell Latitude 3450	12-Jun-2015	
12	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
13	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
14	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
15	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
16	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
17	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
18	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
19	Acer	Acer Travelmate P243	25-Mar-2013	
20	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
21	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
22	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
23	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
24	Toshiba	Toshiba Satellite Pro B40Naa X0011	15-Oct-2014	
25	DELL	Dell Latitude 3450	5-May-2016	
26	DELL	Dell Latitude 3450	12-Jun-2015	
27	DELL	Dell Latitude 3450	12-Jun-2015	
28	DELL	Dell Latitude 3450	12-Jun-2015	

29	DELL	Dell Latitude 3450	12-Jun-2015	
30	DELL	Dell Latitude 3450	12-Jun-2015	
31	DELL	Dell Latitude 3450	12-Jun-2015	
32	HCL	Hcl Me Laptop M1044	8-Nov-2012 (Dead)	
33	HCL	Hcl Me Laptop M1044	8-Nov-2012 (Dead)	
34	HCL	Hcl Me Laptop M1044	8-Nov-2012 (Dead)	
35	HCL	Hcl Me Laptop M1044	8-Nov-2012 (Dead)	
36	HCL	Hcl Me Laptop M1044	8-Nov-2012 (Dead)	
37	HCL	Hcl Me Laptop M1044	8-Nov-2012 (Dead)	
38	HCL	Hcl Me Laptop M1044	8-Nov-2012 (Dead)	
39	HCL	Hcl Me Laptop M1044	8-Nov-2012 (Dead)	
40	Acer	Acer Travelmate P243	25-Mar-2013 (Dead)	
41	Acer	Acer Travelmate P243	25-Mar-2013 (Dead)	
42	Acer	Acer Travelmate P243	25-Mar-2013 (Dead)	
43	Acer	Acer Travelmate P243	25-Mar-2013 (Dead)	
44	Toshiba	Satellite Pro B40Naa X0011	15-Oct-2014 (Dead)	

Annexure – 12

Commercial Bid

(Amount in Rupees)

Purchase of Laptops								Buy Back of old Laptops			Net amount
Sl. No.	Description	Quantity	Unit Price (Rs)	Total	GST etc.	Octroi/Entry tax, if any	Total inclusive of all taxes (Rs.)	Quantity	Unit Price (Rs)	Total	
A	B	C	D	E=(CxD)	F	G	H=(E+F+G)	I	J	K=(I X J)	L= (H-K)
1	laptops	31						44			