



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Head Office
Mumbai**

**Tender for Supply, Installation & Commissioning of 400 Desktop PCs
(under buy back arrangement on as is where is basis) for NABARD's
Head Office at Mumbai**

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD) Head Office, Mumbai invites offers from vendors for supply, Installation and Commissioning of 400 Desktop PCs (under buy back arrangement on as is where is basis) for NABARD's Head Office at Mumbai.

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

Important Disclaimer:

This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for the Desktops. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.

National Bank for Agriculture and Rural Development, H.O. Mumbai

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TENDER NOTICE

National Bank for Agriculture and Rural Development (NABARD) invites an e-tender and all prospective bidders interested to bid must apply online through NABARD e-procurement site <https://eprocure.gov.in>. The bidder shall submit two separate e-bids for the work -Technical Bid and Price/Financial bid. The details are given below:

Date of commencement of issue of RFP	24 January 2020
Cost of RFP document (non-refundable)	Not applicable
Earnest Money Deposit (Bid Security)	Rs.50,000/- (online only)
Last date for receipt of RFP queries	28 January 2020
Pre-Bid meeting	29 January 2020 11.00 hrs at DIT, NABARD 5 th Floor 'C' Wing, Head office, BKC, Mumbai
Last date and time for receipt of Bids	10 February 2020 15.00 hrs
Date and time of opening of technical bid	10 February 2020 15.30 hrs
Opening of tenders	e-tendering at http://nabard.eproc.in
No. of documents to be submitted online	Two (2) Envelopes a) technical bid+ EMD declaration b) commercial bid

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 Proof must accompany the Technical bid. EMD amount

should not be mixed with commercial bid. The declaration (Annexure 3) should be in technical bid.

All prospective bidders are required to submit an EMD of rs.50,000/- (Rupees fifty thousand only) in electronic form only as per the details given below:

- a) Remittance to NABARD Account No. **055505000552** with ICICI Bank, BKC Branch (**Branch Code 0555**) IFSC **ICIC0000555**. The UTR No for this transaction has to be indicated in the Bid Document.

OR

- b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - 5**.

- 1.1.1. Any bid received without EMD in proper form and manner shall be considered unresponsive and liable to be rejected.
- 1.1.2. Request for exemption from EMD (Security Deposit) will not be entertained.
- 1.1.3. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
 - a) Issue of purchase order to the successful bidder **OR**
 - b) The end of the bid validity period, including extended period (if any)
- 1.1.4. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by NABARD and submission of Performance Bank Guarantee by the bidder.
- 1.1.5. In case the acceptance of equipment is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD validity, extended for a period of three months till the equipment is accepted by the bank.
- 1.1.6. The bid security (EMD) may be forfeited:
 - a) If a Bidder withdraws its bids during the period of bid validity.
 - b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - c) If a Bidder fails to submit duly filled price breakup as per format given in **Annexure - 14** (commercial bid).
 - d) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.
 - e) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (NABARD) tenders.
- 1.1.7. Non-refundable Bid Price (Tender fee) through online RTGS/NEFT to 'National Bank for Agriculture and Rural Development', Mumbai (details in 1.1.2) must be submitted separately along with RFP response.

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.

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 Desktop PCs 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.
- 2.1.14 There could be repeat tender (quantity to be decided by us) should the need arises
- 2.1.15 The machines to be procured against buy back would be governed by following conditions.
- The Machines to be given under buy back would be as is where basis
 - The vendor has to arrange for formatting (low end formatting) to the satisfaction of NABARD before taking over of the assets by the vendor.
- 2.1.16 NABARD may procure all the items in one lot. However, NABARD reserves the right to receive the delivery in two lots. (Refer 2.13)

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 Authorization Form as per format given in **Annexure-6**. 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 Mumbai.
- 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-9** 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.500 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 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 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-13.**

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 10 February 2020** at DIT, NABARD, Head 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.50,000/- (Rupees Fifty Thousand only) in the form of (a) Remittance to NABARD or (b) Bank Guarantee as indicated in para 1.1.2 of Tender Notice.

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.50,000/- (Rupees Fifty Thousand only) shall result in summary rejection of the Quotation/Bid.

The intending bidders may please note that a MSE firm registered as Micro and Small Enterprise as defined in MSE procurement policy issued by GOI or registered with Central Procurement Organization are exempted from furnishing EMD while submitting the tender if it produces a copy of valid MSE registration certificate along with Tender Document in Envelope No.1 (Technical 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 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.

2.9 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-11**.

2.10 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.

2.11 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.

2.12 Terms of Payment

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

Ninety percent 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.

2.13 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.

2.14 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).

2.15 Agreement:

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

2.16 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.

2.17 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 Mumbai 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.

2.18 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.

2.19 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.

2.20 Force Majeure

- 2.20.1 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.
- 2.20.2 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.
- 2.20.3 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.
- 2.20.4 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.

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

2.21 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.

2.22 Pre-Contract Integrity Pact

A proforma of the same is furnished in **Annexure-9**. The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the tender document.

2.23 Buy back of Desktop PCs

The machines to be procured against buy back would be governed by following conditions.

- The Machines to be given under buy back would be on 'as is where basis'
- The vendor has to arrange for formatting under low end formatting to the satisfaction of NABARD before taking over of the assets by the vendor.

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Annexure-1

(Covering Letter for Submission of Offer)

The Chief General Manager,
Department of Information Technology,
National Bank for Agriculture & Rural Development,
5th Floor, 'C' Wing, Plot No C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East),
Mumbai-400 051.

Dear Sir,

Sub: Tender Document for Supply, Installation, Testing, commissioning of 400 Desktop PCs (under buy back arrangement on as is where is basis) for NABARD's Head Office at Mumbai

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 Authorization

To

Chief General Manager
NABARD
DIT
Head Office
Mumbai

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 honor 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 Authorized Representative
Company / Organization –	Designation of Authorized Representative
Designation within Company / Organization –	Signature of Authorized Representative
Address of Company / Organization –	Verified by

Annexure – 3

BANK MANDATE FORM

(To be submitted in Duplicate)

1	Name of Borrower			
2	Address of the Borrower			
	City		E-mail id	
	Pin Code		Mobile No.	
	Phone No. with STD code			
3	Permanent Account Number			
4	GST Number			
5	MSE Registration / CA Certificate 3 (if applicable)			

6. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No. (<i>as appearing in the Cheque book</i>)			
Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number			
IFSC CODE	For RTGS transfer		For NEFT transfer

7. I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold NABARD responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp

(Signature of the Authorized Official from the Bank's)

Annexure-4

EMD / Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

Ref No.....

Dated: --/--/2019

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.
Maharashtra

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall include its successors and assigns) has invited tenders for procurement of 100 Desktop PCs.

- (2) WHEREAS M/s _____ who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include the successors and assigns) have taken the tender for the said work.
- (3) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD at the time of submitting the tender a sum of Rs.----- /- (Rupees ----- only) as and by way of Bid Security (BS), which Bid Security (BS) shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said software to the satisfaction of NABARD and / or its Consultants.
- (4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not to insist for payment of the said Bid Security (BS) in cash and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e. _____ (Name of the bank) on behalf of the tenderer, as hereinafter contained.

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in cash. We, _____ Bank having our Head Office at _____ and one of our Branches at _____ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently

and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said software in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the _____ Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. -----/- (Rupees----- only) at its office at Mumbai.

We _____ Bank further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the tenderers;
- (b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- (c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.
- (f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;
- (g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;
- (h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers

and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

- (i) Any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of expiry i.e. _____ or, in the event of any renewal, within a period of six months from the date of expiry of such renewed period extended by such renewal, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

Yours faithfully

For and on behalf of

_____ ***Bank***
(Authorized Official)

Annexure – 5

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 and Rural Development
5th Floor, 'C' Wing, Plot No C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East),
Mumbai-400 051.

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 - 6

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
5th Floor, 'C' Wing, Plot No C-24, 'G' Block
Bandra-Kurla Complex, Bandra (East)
Mumbai-400 051.

Dear Sir,

Sub: __Tender Document for Supply, Installation, Testing, commissioning of 100 Desktop PCs (under buy back arrangement on as is where is basis) for NABARD's Head Office at Mumbai

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-7

Detailed Specifications for Conventional Desktops (Windows) Offered

Sl.No	Component	Minimum Specifications	Specifications offered *
1	Make		
2	Model		
3	CPU	Intel i5- 8500 Processor or above	
4	Memory	8 GB (DDR4)	
5	Chipset	Intel Chipset Motherboard with onboard Graphics sound card and Ethernet port or equivalent	
6	Form Factor	Small Form Factor	
7	Monitor	Monitor 18.5"	
8	HDD	512 GB (Solid State Drive)	
9	Ports	6 USB (at least 2 on the Front Side and at least 2 USB 3.0)	
10	Key Board /Mouse	Standard Key board and USB Optical / Laser Scroll Mouse	
11	Operating System	Windows 10 Professional (Preloaded) -64 Bit	
12	Compliance	Energy Star Compliance, RoHS, TPM 2.0 or equivalent	
13	Warranty	Three-year Comprehensive On-site warranty provided by OEM	

***The configuration offered may be clearly indicated. “Yes” under specifications offered will not be accepted.**

Annexure-8

Organizational / Financial Profile of the Vendor/Bidder

1. Constitution Proprietary/Partnership/Private Ltd. /Public Ltd. (*Tick one*)

2. Established since

3. Address for Communication

4. Classification: Solution Provider/System Integrator Hardware Vendor/Bidder/Software Developer

5. If Joint Venture, then specify names of Partners in the Service Support Co, JV

i)

ii)

6. Others (please specify) _____

Position/Designation

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

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

9. Total Number of Employees _____

10. Number of locations where Service Support Centers are available for catering to the Product being supplied

11. Products (details)

12. Business Figures for 3 years (copies of supporting documents to be enclosed)

Year	Sales turnover (Rs. Lakh)	Net Profit (Rs. Lakh)
Current Year		
Last Year		
Year Before Last		

List of reputed major Corporate Customers to whom the similar solution is provided	<i>Please furnish details in the following format. Important : Indicate the contact details of at least 3 years</i>				
Name and address of the Customer with phone number	Approx. total units connected using devices supplied in Customer's Organization	Year of Supply	Brief details of items supplied	Approx. Value of order (Rs)	Whether the Customer is continuing under Warranty/AMC

Signature of
Vendor/Bidder
Name:

Signature of Bidder: _____

Name of Signatory: _____

Place:

Date:

Annexure-9

BIDDERS ELIGIBILITY CRITERIA

Sl. No.	Eligibility Criteria	Details of Eligibility	Supporting Document
1	Level of Direct Channel Partnership with OEM	Gold / Platinum, etc.	Copy of Certificate to be enclosed
2	Turnover of the Company – Minimum – Rs.500 Lakh 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
3	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
4	Bidder should have supplied not less than 200 Desktop PCs of the make quoted to at least one company during the current financial year of 2019-20 or in the last 3 financial years, viz. 2016-17, 2017-18 & 2018-19	Supply of 200 or more Desktop PCs to _____ Company during the year _____	Copy of Purchase Order clearly indicating the number and make of Desktop PCs supplied
5	Support Service Centre Details in Mumbai of the Bidder Company	Service Centre Address details	Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers
6	Support / Service Centre Details of OEM	OEM Support Service Centre Address details	Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers
7	If bidder company registered as MSE, then give MSE Registration Certificate	Registration No. and Entity with which registered as MSE	Copy of Certificate of Registration
8	If Bidder company is registered as MSE and owned by SC / ST entrepreneur	Community Certificate No.	Copy of Community Certificate of Entrepreneur
9	If eligible under Domestically Manufactured Electronic Products for Desktop PCs, proof of domestic manufacture with details of location of manufacture	Registration Certificate of Factory in Special Economic Zone or otherwise as OEM or their contract manufacturers but not traders	Proof of Factory Registration, etc.

Annexure - 10

**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 – 11

Specimen of Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

Between

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

And

..... hereinafter referred to as

“The Bidder/Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of

the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is :

Shri Subodh Kumar Goel Advocate and Financial Consultant, 501, Tower-6 Common Wealth Games Village New Delhi – 110 092	Shri P K Sangewar, Retd, PCMM/SCR, H No.12-5- 65/1, Flat No.109, Shri Harsha Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secunderabad, Telangana 500017
---	---

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding

recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
Bidder/Contractor)

(Office Seal)

(For & on behalf of the

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure – 12

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/- -----

-----**End of document**-----

