



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Telangana Regional Office
Hyderabad**

**Tender Document for Supply, Installation, Testing, Commissioning of 16 Laptop Computers
under Buy back of 9 old units**

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Telangana Regional Office, Hyderabad invites sealed offers from established Vendors/Bidders for supply, Installation, Testing, commissioning of 16 (Sixteen) Laptop Computers at our Regional Office at Hyderabad and Districts Offices of both Telangana and Andhra Pradesh States.

The TENDER document can be downloaded from NABARD's website <http://www.nabard.org> or purchased from the Department of Information Technology, National Bank for Agriculture and Rural Development, Telangana Regional Office, 1-1-61/1, RTC X Roads, Musheerabad, Hyderabad -520 020.

Last date for submission of Tender : 14.00 Hrs on 15th December 2017

Table of Contents

Part I-Technical Bid

- 1 Notice Inviting Tender**
- 2 Terms and Conditions**
- 2.1 Scope of work**
- 2.2 Conditions of the TENDER**
- 2.3 Eligibility Criteria**
- 2.4 Installation / Implementation Experience**
- 2.5 Signatory**
- 2.6 Opening of Quotation**
- 2.7 Earnest Money Deposit**
- 2.8 Bid Price**
- 2.9 Warranty period**
- 2.10 Performance**
- 2.11 Indemnity**
- 2.12 Performance Guarantee**
- 2.13 Price Composition**
- 2.14 No Price Variations**
- 2.15 Import Obligations**
- 2.16 Terms of Payment**
- 2.17 Term of execution of work**
- 2.18 Timely completion and Liquidated Damages**
- 2.19 Agreement**
- 2.20 Confidentiality**
- 2.21 Settlement of disputes by Arbitration**
- 2.22 Order cancellation**
- 2.23 Right to Accept or Reject the Quotation**
- 2.24 Right to alter quantities**
- 2.25 Force Majeure**
- 2.26 Evaluation Process**

SCHEDULES

Part I - Technical Bid

S. No.	Particulars
1	Covering letter for submission of Offer
2	Backup Commitment from the Manufacturer for System Maintenance for the quoted products exclusively for this tender.
3	Letter of Indemnity and Undertaking
4	Performance Bank Guarantee
5	Organizational Profile of the Vendor/ bidder
6	Detailed Specifications of the Hardware
7	Manufacturer's Authorization Form (MAF) exclusively for this tender
8	Articles of Agreement
9	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

Part II - Commercial Bid

Bill of Quantities (Procurement and Buy back) as per Part-II Schedule-1 of this tender.

Supply, Installation, Testing, Commissioning of 16 Laptop Computers under Buyback of 9 old units

Tender No NB.TS.DIT/2938/ DIT-72/2017-18

01 December 2017

1. 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, Telangana Regional Office, Hyderabad intends to invite sealed Tenders for supply, installation, testing & commissioning of 16 (Sixteen) laptop Computers under buyback of 9 (Nine) old units **to be submitted before 14:00 Hrs on 15 December 2017.**

Bidders are requested to submit their offer in sealed envelopes for the aforesaid work as per detailed specifications and schedule of quantities specified in the tender document.

Tender document can be downloaded from NABARD's website <http://www.nabard.org>. The tenderer should submit the tender document along with DD of Rs.500.00 (Rupees Five Hundred only) drawn in favour of National Bank for Agriculture and Rural Development and payable at Hyderabad. The tender is liable to be rejected if not accompanied with this DD for Rs. 500 (Rupees Five Hundred only). The aforesaid amount Rs. 500 paid by DD is non-refundable.

Two Parts Offer:

The offer will have to be submitted in two parts; Part-I Technical Offer (TO) & Part-II Commercial Offer (CO) in separate envelopes.

Technical offer must be submitted at the time of submission of quotation, in a sealed cover, giving full particulars, addressed to 'The Chief General Manager, National Bank for Agriculture and Rural Development, Telangana Regional Office, 1-1-61/1, RTC X Roads ,Musheerabad ,Hyderabad -520 020'. This envelope should be duly super-scribed "**Technical Offer for Supply, Installation, Testing, Commissioning of 16 Laptop Computers under Buy back of 9 old units**".

Each page of the quotation document must be signed with proper seal of Vendor/Bidder.

Part-1 Technical Offer (Envelope 1) should contain the following: -

1. Covering letter for submission of offer as per proforma Part-I Schedule-1
2. Earnest Money Deposit as mentioned in point 2.6 of Terms and conditions of the tender.
3. Tender fee as mentioned at point 2.7 of terms and conditions of the tender.
4. Letter of indemnity and undertaking as per part-I Schedule- 3 of the tender.
5. 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.
6. Technical specifications compliance **item-wise** as per the proforma indicated in Part I Schedule-6 of the Tender.
7. Manufacturer's Authorization Form (MAF) on the letter head of OEM as per proforma given in Part I – schedule-7 of the Tender.
8. Backup Commitment from the OEM as per proforma given in part-1 Schedule-2 of the Tender.
9. Organizational / Financial Profile as per proforma given in Part I - schedule 5 of the Tender.
10. **Tenders without EMD as well as Tender fee in the form of DDs for the requisite amounts will be rejected. There is no exemption from paying EMD and tender fee.**
11. All the documents should be on the **authentic & official letter heads** with signature and seal of competent authority of the Bidding agency and OEMs (wherever applicable as per the proforma of the tender). Printouts from the email attachments or scanned copies are **not accepted** and the tender will be **rejected**.
12. It should be specifically noted that the contents of Technical offer **must not reveal** commercials.
13. All the new laptops are to be initially supplied, installed and tested at our Regional Office, Hyderabad. After that, the supplier at their own cost should make arrangements to transport and install the laptops at the district offices (both Telangana and Andhra Pradesh). The number of laptops to be installed at districts, names and addresses of those district offices, will be specified in the work order to the successful bidder.
14. The old units offered under buy back are under 'as is where is' condition. These units will be handed over within 30 (thirty) days of successful completion of work order by the successful bidder.

Part-2 Commercial offer (Envelope 2)

Commercial offer should contain the following: -

- i. Prices in Indian Rupees only with detailed break-up of prices as per Schedule I part II in figures.
- ii. The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items therein as per Schedule I of Part II.

iii. The Commercial Offer should be in conformity with the terms indicated in para 2.13 i.e. Price Composition.

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

1.2 Opening of 'Quotation'

Envelope No. I (Technical Offer) will be opened at 15:00 hours on 15th December 2017 at this Office in the presence of Chief General Manager, National Bank for Agriculture and Rural Development , Telangana Regional Office, Hyderabad 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 and Rural Development,
Telangana Regional Office,
1-1-61/1,
RTC X Roads, Musheerabad,
Hyderabad -520 020.

Email: hyderabad@nabard.org

Website: www.nabard.org

Any clarifications in this regard will be entertained up to 11.00AM on 15th December 2017.

Sd/-

(C Udayabhaskar)

General Manager

2. Terms and Conditions

2.1 Scope of work:

The successful bidder needs to provide the following elements: -

2.1.1 Supply:

- a) License for all the Hardware, Software Components (wherever applicable).
- b) Manuals of the Hardware and Software (wherever applicable).
- c) Media in the form of CD, DVD etc. (wherever applicable).

2.1.2 Installation:

Installation, Commissioning, Configuration and testing of the supplied equipment at NABARD's Regional Office at Hyderabad and districts of Telangana and Andhra Pradesh.

2.1.3 Warranty support:

The successful bidder has to provide Comprehensive Post-installation warranty support for all the hardware, software, Installed & commissioned by him, for a period of **3 (three) years, on site from the date of installation**. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

2.1 Conditions of the TENDER:

- 2.1.1. NABARD will normally deal with a single bidder who can provide comprehensive support and is in a position to provide every element of the solution. Specific authorization from the original manufacturer of the Hardware and Software (wherever applicable) would be required for this project.
- 2.1.2 Complete specifications of all the products and services recommended in the proposal inclusive of make/manufacturer/ developer shall have to be provided along with the technical bid.
- 2.1.3 The bidder has to submit supporting documents along with the Technical bid that the bidder is authorized to bid the Hardware and Software (wherever applicable) [which are not his products] recommended by him in the proposal.
- 2.1.4 Submission of proposal in response to the Tender enquiry does not bind NABARD to award a purchase order for any service or product. NABARD would only deal with the successful bidder in matters related to Technical, Commercial and Legal aspects.
- 2.1.5 NABARD reserves the right to reject any particular bid or all the bids without assigning any reason whatsoever. Failure to select a bidder by NABARD shall not make NABARD liable to pay claim.
- 2.1.6 The bidder acknowledges the responsibility to respond promptly in contract with NABARD by submitting the proposal against this Tender enquiry. Failure to do so shall relieve NABARD of any contractual obligation to the bidder and NABARD reserves the right to select any other bidder for the awarded work.
- 2.1.7 Tenders/bids with any additional/different terms & conditions proposed by the bidder shall be rejected unless expressly assented in writing by NABARD.
- 2.1.8 The bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.
- 2.1.9 Any response or Communications whatsoever from the bidder received after the last date/time shall be strictly treated as invalid unless called for by NABARD.
- 2.1.10 No expense incurred by the bidder in the preparation of the quotation against the present

tender enquiry shall be borne by NABARD. The submitted bids once opened shall not be returned to the bidder.

- 2.1.11 The price quoted for all components/products/services in the proposed solution should be competitive. NABARD reserves the right to verify the same independently and reject bids not complying with this criterion.
- 2.1.12 The technical & functional specifications of all the items should comply with the criterion given under the relevant section of this tender. NABARD reserves the right to accept or reject any tender based on deviations (as per the discretion of NABARD), if any, from the technical specifications.
- 2.1.13 Any corruption in the software or media (wherever applicable) provided by the bidder shall be rectified during the full warranty period of the contract at no extra cost to NABARD.
- 2.1.14 The hardware, software and the overall system shall be supported by the successful bidder for the entire period of warranty. The bidder is required to submit an undertaking to this effect along with the technical offer. Absence of the undertaking shall make the offer liable for rejection.
- 2.1.15 The bidder shall be responsible for installation, commissioning & configurations of the hardware and software and related activities (unpacking, uncrating, inspection etc.). They shall ensure physical availability of all items as per the packing list.
- 2.1.16 The successful bidder shall provide Machine Installation Reports, Supply Completion Report and Performance Guarantee Certificate after completion of work.

2.2 **Eligibility Criteria:**

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 proper authentication from the manufacturer/OEM as per the proforma given in Part I schedule 7 of the Tender. Offers without proper authentication from the manufacturer/OEM shall be treated as incomplete and shall be rejected.
- 2.2.4 The bidder should have a dedicated comprehensive support service centre at Hyderabad and also able to arrange onsite support at the districts.
- 2.2.5 The bidder should produce document in support of having experience in System Integration or similar kind of work.

- 2.2.6 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.
- 2.2.7 The Vendor/Bidder should submit its Organizational / Financial profile in the proforma detailed in Part 1 - Schedule 5 as a part of Technical Offer. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Offer.
- 2.2.8 The supplying agency 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 Rupees **Five Lakhs**, each year. Details of the same need 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.
- 2.2.9 The vendor/Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document.

2.3 Installation / Implementation Experience:

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

A Statement containing the details of such implementations like Name of the firm, brief scope/description of the project, duration in months, from/to Team size, client details (including the name and details of contact person) should be submitted as a part of Technical Offer.

Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. NABARD reserves the right to verify /evaluate the claims made by the vendor/Bidder independently. Non-compliance of any of the criteria will entail rejection of the order.

2.4 Signatory: Each page of the 'Quotation' document and Technical Offer should be signed by the person or persons submitting the 'Quotation' in token of Vendor/Bidder having acquainted himself with the General Conditions of Contract, Specifications, etc., as laid down.

2.5 Opening of Quotation

Part I of the quotation i.e. Technical Bids will be opened at 15:00 hours on 15th December 2017 at NABARD, Telangana Regional office, in the presence of the authorized representative (not more than one person) of Vendors/Bidders who choose to remain present. PART-II of the quotation (commercial Offer) shall be opened after scrutiny of Part -I (Technical offer) of the tender and supporting documents submitted therewith, at a later date, in respect of vendors who are found eligible and they shall be separately intimated accordingly.

2.6 Earnest Money Deposit (EMD) The Vendor/Bidder shall furnish as mentioned below :

Sl. No	Item & Quantity	EMD	Amount in words
1.	Laptop Computers, 16 Nos	Rs.35,000	Rupees Thirty Five Thousands only

The EMDs may be paid by way of Demand Draft drawn on any Scheduled Bank in favour of NABARD payable at Hyderabad and should be submitted along with the tender. Tenders without the requisite amount of EMD in the form of DD shall be rejected.

The EMD of unsuccessful Vendors/Bidders shall be returned within Four weeks, of the successful completion of the Bid Process. No interest is payable on such amount.

The EMD of successful Vendor/Bidder will be returned only upon the Vendor/Bidder's satisfactory completion of items listed in the scope of work. No interest would be payable on this amount.

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 project satisfactorily within the stipulated time schedule.

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

2.7 Bid Price The Vendor/Bidder can purchase the Tender document from Chief General Manager, National Bank for Agriculture and Rural Development, Telangana Regional Office, 1-1-61/1, RTC X roads, Musheerabad, Hyderabad-500 020, by tendering a crossed Account Payee Demand Draft for Rs.500/- (Rupees Five Hundred only) drawn in favour of "National Bank for Agriculture and Rural Development", payable at Hyderabad towards the cost of Tender, which is non refundable.

Alternatively, the Tender document downloaded from NABARD's website can also be 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 Hyderabad, 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/- (Rupees Five Hundred only) paid through Demand Draft No _____ dated _____**)".

2.8 Warranty period:

During the warranty period 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 Performance:

2.9.1 Response Time to errors:

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

2.9.2 Spare parts:

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

2.10 Indemnity

The Bidder shall, at its own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents. or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed/engaged otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

The Bidder shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings. (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract, (ii) breach of any of the terms of this Tender or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder. (iv) Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The Bidder shall further indemnify NABARD against any loss or damage to NABARD's premises or property, NABARD's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The successful Vendor/Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format (Part I – Schedule 3) within 30(thirty) days of commissioning of systems/equipments.

2.11 Performance Bank Guarantee

The successful Bidder shall, at his own expense, deposit with the Chief General Manager, NABARD, Telangana Regional Office, Hyderabad within 15 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of Part I - Schedule 4 for an amount equivalent to 10% of the of the total order value of hardware and software for the due performance and fulfillment of the contract by the Bidder.

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

Without prejudice to the other rights of NABARD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract.

2.12 Price Composition:

The price offered to NABARD must be in Indian Rupees, inclusive of all taxes and duties such as Excise, Sales, Customs, Service tax and all other eligible taxes, packing forwarding, import and custom clearance, transportation, Insurance till delivery at NABARD (Telangana Regional Office, Hyderabad), cost of installation commissioning and comprehensive on-site maintenance services under warranty.

From the date of placing the order till the delivery of the equipment, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the equipments, the benefits arising out of such reduction shall be passed on to NABARD.

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

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

2.13 No Price Variations

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.

2.14 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.

2.15 Terms of Payment

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

2.15.1 Supply of Hardware & Software Components:

90% of the total cost of Hardware & Software Components shall be paid on supply and installation of the listed Hardware & Software Components and on submission of the Machine Installation Report (MIR) issued by the competent authority of NABARD.

2.15.2 Balance Payment:

10% of the total cost of Hardware & Software Components shall be paid after submission of Performance Bank Guarantee as per proforma indicated as per Part I - Schedule 4.

2.16 Term of execution of work:

The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of all 16 laptop computers shall be Four weeks from the date of receipt of the work order. Time shall be the essence of the contract.

2.17 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. This is by way of deducting from the payment made by NABARD. The Vendor's/Bidder's such liability for the delay in completing the work shall not in any case exceed 5 % of the contract price.

2.18 Agreement:

The issue of letter of award of work by NABARD shall be construed as a binding contract. Upon receipt of the Purchase Order an agreement as per the proforma in Part I Schedule 8 to be given by the vendor .

2.19 Confidentiality:

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

2.20 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 person 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 Hyderabad and the language of arbitration shall be English.
- (e) The award of Arbitration shall be final and binding on both the parties.
- (f) Work under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by NABARD to the Bidder shall be withheld on account of the ongoing arbitration proceedings. If any, unless it is the subject matter, or one of the subject matters thereof.

2.21 Order cancellation

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

- (a) Delay in delivery of the ordered equipment, etc., beyond four weeks from the date of receipt of the work order (except with written permission from NABARD).

(b) Any other appropriate reason in view of NABARD.

In addition to the cancellation of the work contract, NABARD reserves the right to foreclose the Bank guarantee given by the Vendor/Bidder towards performance of the contract to appropriate the damages.

2.22 Right to Accept or Reject the Quotation

NABARD does not bind itself to accept the lowest bid or any or all Quotations and Reserves to itself the right to accept or reject any or all the 'Quotations', either in whole or in part without assigning any reasons for doing so.

If any conditions are stipulated, at the time of submission of 'Quotations', they will be Liable to be summarily rejected.

2.23 Right to alter quantities

NABARD reserves the right to alter quantities to be purchased on the same terms and conditions.

2.24 Force Majeure

- a) The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure
- b) For the purpose of this clause. "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation
- c) In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure
- d) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.
- e) Notwithstanding above, the decision of NABARD shall be final and binding on the Bidder

2.25 Evaluation Process

- a) 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:
- b) Evaluation of Tender response (this may include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.)
- c) From the technically qualified bids, Vendors/Bidders will be short listed for commercial evaluation.
- d) The final decision regarding selection of Vendor/Bidder will be taken by NABARD. The implementation of the project will commence upon successful negotiation of a

contract between NABARD and the selected Vendor/Bidder. NABARD reserves the right to reject any or all proposals fully or partially.

- e) Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.
- f) Vendor/Bidder will submit a certificate as detailed in Part I Schedule 1, on the letterhead and duly signed by Authorized signatory. This certificate will also form part of Technical Offer.

Part-I Schedule 1

(Letter to NABARD on Vendor/Bidder's letterhead)

The Chief General Manager,
National Bank for Agriculture & Rural Development, Telangana Regional
Office,
1-1-61/1, RTC X Roads, Musheerabad
Hyderabad-500 020.

Dear Sir,

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Laptops for at NABARD's Regional Office at Hyderabad

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 therefor.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Part-I Schedule 2

Backup Commitment from the Manufacturer for System Maintenance

The Chief General Manager,
National Bank for Agriculture & Rural Development, Telangana Regional
Office,
1-1-61/1, RTC X Roads, Musheerabad
Hyderabad-500 020.

Dear Sir,

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Laptops at NABARD's Regional Office and District Offices

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)

Part I
Schedule 3

(Letter of Indemnity and Undertaking)

(To be submitted on Rs.100/- stamp paper)

The Chief General Manager,
National Bank for Agriculture & Rural Development, Telangana Regional
Office,
1-1-61/1, RTC X Roads, Musheerabad
Hyderabad-500 020.

Dear Sir

Sub: NABARD's Notice Inviting Proposal for Supply, Installation, Testing, Commissioning of Laptops at NABARD's Regional Office and District Offices

In consideration of National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') agreed to purchase hardware/Software for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said _____ limited hereby agree to indemnify

and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said systems 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 authorised 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 _____ Limited hereby also agree to

indemnify and keep indemnified and harmless NABARD, its Officers or servants or agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s) ,

employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

In witness whereof the _____ has put his hands and seal the month and year first herein above mentioned

Schedule

(i)

(ii)

Yours faithfully

(Name and Designation) of Authorised
Official

Signed and delivered by

The within named _____

In the presence of _____

(i) Witness

(ii) Witness

Part-I Schedule 4
PERFORMANCE BANK GUARANTEE FORMAT
(ON NON-JUDICIAL STAMP PAPER OF RS.100)

This Deed of Guarantee executed at _____ on this day of _____ BY

Bank, a Banking Company constituted under
_____ Act having its Branch Office at

_____ (hereinafter referred to as "Bank" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns) IN FAVOUR OF National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act. 1981 having its Head Office at Plot No C-24, 'G' Block Bandra-Kurla Complex, Bandra (East), **Mumbai-400 051**. (Hereinafter referred to as "NABARD" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns) WHEREAS (1) NABARD is desirous of installing and commissioning Computer Hardware/Software at its Regional Office in Hyderabad (hereinafter referred to as "said works") _____ and _____ has requested _____ a _____ registered/established/constituted _____ under/by _____

_____ Act having its Head Office at _____ (hereinafter referred to as "Contractor" which expression shall, unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

1. The Contractor submitted its Bid/tender to execute the said works for a total sum of Rs_(Rupees _____only).

2. One of the conditions of the said tender is that the Contractor shall furnish to NABARD a Performance Bank Guarantee (PBG) for an amount of 10% of the total value order of hardware and software i.e. _____ (Rupees only) in

favour of NABARD for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.

3. The Contractor has approached us for issuing a PBG in favour of NABARD for an amount of (Rupees _____only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESS THAT

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

2) Notwithstanding anything to the contrary, the decision of NABARD as to whether computer hardware and software have failed to perform as per the contract and so whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not

be entitled to ask NABARD to establish its claim or claims under this Guarantee but shall pay the same to NABARD forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by NABARD on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABARD and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on _____ (this date should be the date of expiry of the contract plus 180 days) without prejudice to NABARD's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date (this date should be date of expiry of Guarantee. i.e. 6 months after end of contract period).

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

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

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

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

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

9) Any notice by way of demand or otherwise under this guarantee may be sent by fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein: -

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to _____(Rs. _____only)
- b) This Guarantee shall remain in force up to _____or up to the date extended by renewal of this guarantee.
- c) Unless the demand/claim under this guarantee is served upon us in writing before _____ or on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of NABARD under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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.

Dated this ----- day of ----- 2016 at

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

Part –I Schedule 5

Organisational / Financial Profile of the Vendor/Bidder

1	Constitution Proprietary/Partnership/Private Ltd. /Public Ltd.	
2	Date of Establishment	
3	Address for Communication	
4	Classification	Solution Provider/System Integrator Hardware/Vendor/Bidder / Software Developer, etc.
5	If Joint Venture, then specify names of Partners in the Service Support Co, JV	i) ii)
6	Others (please specify)	
7	Name(s) of Proprietor(s) / Partner(s) / Directors	Position/Designation
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 contract 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 (`)	Whether the Customer is continuing under Warranty/AMC

Signature of Vendor/Bidder Name:

Part I
Schedule-6
Detailed Specifications

Laptop Computers of any OEM Brand

Sl. No.	Component	Minimum Specification
1	CPU	7 th Gen Intel Core i5-7200U (2.5Ghz, Turbo Frequency Upto 3.1GHz, 3MB Cache) Processor
2	Memory	8GB DDR4-2133MHz , Expandable Upto 32GB
3	display	14.0" (355mm) HD (1366x768), anti-glare, LED backlight display with Metal Hinges
4	HDD	500 GB or more, 7200 rpm SATA
6	Ports	4-in-1 reader (MMC, SD, SDHC, SDXC) Two USB 3.0 (one Always On), one USB 2.0, HDMI, Ethernet (RJ-45), combo audio / microphone jack
7	Power Supply and Battery	Battery with minimum 6 Hours of backup , External AC Adapter
8	Weight	Less than 2.0 Kg.
9	Wireless Connectivity	8.2.11b/g/n Bluetooth@ 4.0
10	Graphics Controller	Intel@ HD Graphics 620 or better
11	Operating System	Windows 10 Professional 64-Bit or above (pre-installed at factory)
12	Net working	10/100/1000 Gigabit Ethernet Card
13	Multimedia	HD Audio, Inbuilt Stereo Speakers, Integrated Microphone & Webcam
14	Keyboard	Spill Resistant Keyboard
15	Pointing Device	TrackPoint pointing device and multi-touch with 3+2 buttons click pad
16	Integrated Webcam	Resolution 720P HD or above
17	Carrying Case	Executive Carrying Case
18	Warranty	Three-years Comprehensive On-site warranty , including at districts of Telanagana and Andhra Pradesh states.
19	Certifications	Energy Star, ROHS, DMI 2.0

Part-I
Schedule-7
Manufacturer's Authorization Form (MAF)

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

Ref. No. _____ dated _____

To,
The Chief General Manager,
National Bank for Agriculture and Rural Development Telangana
Regional Office, 1-1-61/1, Yeduguri Chambers, RTC X Roads
,Musheerabad ,Hyderabad -520 020.

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 of the manufacturer.

Part-I
Schedule-8
Articles of Agreement

ARTICLES OF AGREEMENT made this day of _____

between NABARD, Hyderabad having its Head Office at Mumbai (hereinafter called "the employer") of the one part and (hereinafter called "the Vendor/contractor") of the other part.

Whereas the Employer is desirous of carrying out the work of Supply, installation, testing & commissioning of _____ + at National Bank for Agriculture & Rural Development, Telangana Regional Office, 1-1-61/1, Yeduguri Chambers, RTC X Roads ,Musheerabad ,Hyderabad -520 020. and has caused specifications describing the work to be done and prepared by Tamil Nadu Regional Office , NABARD, Hyderabad.

AND WHEREAS the said specifications and the Schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Vendor/contractor has agreed to execute the work(s) subject to the Condition set forth herein and to the Conditions set forth in the Tender Document and in the Schedule of Quantities and Terms and Conditions of Contract(all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors/contractors shall upon and subject to the said conditions execute and complete the work shown upon the said location and described in the said specifications and the schedule of quantities.
2. The employer shall pay the vendor/contractor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said conditions herein before mentioned, the Chief General Manager, Tamil Nadu Regional Office , NABARD, Hyderabad shall act on behalf of the National Bank for Agriculture and Rural Development.
4. The said conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Supply, installation, testing & commissioning of _____ at National Bank

for Agriculture & Rural Development, Telangana Regional Office, 1-1-61/1, Yeduguri Chambers, RTC X Roads ,Musheerabad ,Hyderabad -520 020 to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable quantities provided in the said Conditions.

7. NABARD reserves to itself the right of altering the quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.

8. Time shall be considered as the essence of this Contract and the Vendor/contractor hereby agrees to commence the work soon after the site is handed over to him from the date of issue of formal purchase order as provided for in the said conditions whichever is later and to complete the entire work within 3 weeks.

9. All payments by the Employer under this contract will be made only at Hyderabad.

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Hyderabad and only Courts in Hyderabad shall have jurisdiction to determine the same.

11. That the several parts of this contract have been read by the Vendor/contractor and fully understood by the Vendor/contractor.

IN WITNESS WHEREOF the Employer and Vendor/contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Vendor/contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the National Bank For Agriculture and Rural Development
by the hand

of _____ Shri

(name and designation) in the

presence of _____

Address _____

Signed and sealed by the vendor/contractor by the hand of Shri_ and duly constituted attorney.

If the Vendor/contractor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association.

If _____ the vendor/ contractor is signing by the hand of power of attorney, then whether a company or individual to be specified : _____

**Part II -
Schedule-1
Commercial Bid**

Bill of Quantities (Procurement)

Tender Document for Supply, Installation, Testing, Commissioning of 16 laptop computers under buyback of 9 old units.

Commercial Bid

(Amount in Rupees)

Sl. No.	Description	Quantity	Unit Price Inclusive of all taxes (Rs.)	Total Inclusive of all taxes (Rs.)
1	Laptop computer as per schedule 6 of Part -I	16		
2	Buy back amount for 9 old units under As is Where is condition			
	Net Price = (Sl No. 1) minus (Sl.No 2)			

**{ Signature with date & seal
of authorised Signatory }**