



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
REGIONAL OFFICE
BHOPAL - MADHYA PRADESH**

**Tender Document for Supply, Installation, Testing and
commissioning of 33 Desktop Computers under buy back basis
of 33 old desktop computers.**

This Document contains 38 pages

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD) Regional Office Bhopal invites sealed offers from established Vendors/Bidders for the supply, Installation, Testing, commissioning of 33 Desktop Computers under buyback basis of 33 old desktop computers at Madhya Pradesh regional office Bhopal.

The Tender document can be downloaded from NABARD's website (www.nabard.org).

**National Bank for Agriculture and Rural Development, Regional Office
Bhopal MP.**

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Part II - Commercial Bid

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**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
REGIONAL OFFICE
BHOPAL - MADHYA PRADESH**

**Tender Document for the Supply, Installation, Testing and
commissioning of 33 Desktop Computers on buy back basis of 33 old
desktop computers.**

Proposal

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- | | | |
|--------------------------------------|---|------------------------|
| a) Date of Tender | : | 06.09.2019 |
| b) Time and last date for submission | : | 1700 hrs on 26.09.2019 |
| c) Bid Security Value/EMD | : | Rs. 36,300/- |
| d) Time and date of opening of Bids | : | 03.00 PM on 27.09.2019 |
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Notice Inviting Tender

Ref. No. NB. MPRO.DIT/1710/Purchase of 33 Desktop PCs/2019-20 Dt.06.09.2019

Sub: Supply, Installation, Testing and Commissioning of 33 Desktop Computers on buyback basis of 33 old desktop computers at NABARD Madhya Pradesh Regional office Bhopal.

1.1. National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD”) having its Regional Office at E-5, Arera Colony, Near Bittan Market, Bhopal, intends to invite sealed Tenders for supply, installation, testing & commissioning of 33 Desktop Computers at NABARD MP RO Bhopal, under buy back basis for 33 old desktop computers. The 33 Desktop computers being offered on buy back basis are presently being used by the staff in their day to day work. Tender document may be downloaded from NABARD's website: www.nabard.org.

TWO PART OFFER

1.2. The offer in two separate sealed envelopes marked as “Technical offer for purchase of 33 Desktop Computers” (envelope 1) and “Commercial offer for purchase of 33 Desktop Computers” (envelope 2) and super-scribed by “Supply, Installation, Testing and Commissioning of 33 Desktop Computers” addressed to The Chief General Manager, National Bank for Agriculture and Rural Development, E-5, Arera Colony, Near Bittan Market, Regional Office Bhopal – 462016 may be submitted in office not later than 17:00 hours on 26th September 2019. Each page of the quotation document must be signed with proper seal of Vendor/Bidder.

1.3. **Envelope no. 1 (Technical bid)** should contain the following;

- i. Crossed DD for EMD of Rs. 36,300/- (Rupees Thirty Six Thousand Three hundred only) drawn in favour of NABARD and payable at Bhopal.
- ii. Part - 1 of the Tender - A copy of Proposal document including all Schedules duly signed by authorized signatory of the Vendor/Bidder on each page.
- iii. Covering letter for Acceptance of Terms and conditions given in *Part I - Schedule 1 of the Tender*.
- iv. Backup Commitment from the Manufacturer for System Maintenance given in *Part I - Schedule 2 of the Tender*.
- v. Organizational / Financial Profile as per Performa given in *Part I - Schedule 5 of the Tender*.
- vi. Detailed Specifications of the Hardware given in *Part I - Schedule 6 of the Tender*.
- vii. Manufacturer's Authorization Form (MAF) - *Schedule 7 of the Tender*.

- viii. *Letter of Authorization - Schedule 8 of the Tender.*
- ix. *Pre contract integrity Pact - Schedule 9 of the Tender.*
- x. 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.
- xi. Statement showing implementation experience details.
- xii. Vendors/ Bidders also give the letter for technical clarifications (if any).

It should be specifically noted that the content of technical offer must not reveal commercials.

1.4. Envelope no. 2 (Financial bid) should contain

- i. The Bill of Quantities as per the specifications and the most competitive prices offered in respect of the items therein as per Schedule 1 of Part II.
- ii. Prices in Indian Rupee only with detailed breakup of prices as per Schedule 1 of Part II in figures. The Commercial offer should not contradict the technical offer in any manner.

1.5. Tender received late on account of any reason will not be entertained.

1.6. Part –I (Technical bid) will be opened at 03:00 pm on 27.09.2019 in front of such bidders who wish to remain present. On scrutiny of Part-I bids, the bidders who are found suitable/eligible only their Part II (financial Bid) shall be opened. The eligible bidders shall be informed the Date and Time of opening of Part II (financial Bid) by email. Part –II will not be open of all those vendors who are not eligible after part-I scrutiny.

1.7. Earnest Money Deposit (EMD) will not carry any interest. Tenders without the requisite DD having amount of Rs. 36,300/- (Rupees Thirty Six Thousand Three hundred only) towards EMD shall be treated as ineligible and will be rejected.

The bid shall remain open and valid and open for acceptance for 2 months from the date of opening of technical bid. If the tenderer withdraws before the expiry of said period or makes any modification in terms and conditions of the tender which are not acceptable to the bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.

1.8. The bid security/EMD of successful vendor will be returned only upon the vendor's completion of indicated scope of work. NO INTEREST would be payable on this amount.

1.9. The final successful vendor after opening of financial bid have to submit the following documents –

- i. Letter of Indemnity and Undertaking given in *Part I - Schedule 3 of the Tender*.
- ii. Performance Bank Guarantee – Schedule 4 of the Tender.

1.10. Completion period of work supply mentioned in this tender shall be 3 weeks reckoned from the issue of purchase order.

Address of communication:

National Bank for Agriculture and Rural Development,
E-5, Arera Colony, Near Bittan Market Bhopal – 462016.

Contact Details: 0755-2433312, 2433527, 2433528.
Email Address: dit.bhopal@nabard.org

Thanking You,



(P Veera Shanker)

Deputy General Manager,
National Bank for Agriculture and Rural Development,
E-5, Arera Colony, Near Bittan Market,
Bhopal – 462016

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 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).

2.0.2 Installation:

Installation, Commissioning, Configuration, Testing and Execution of the supplied equipment/Software's at NABARD regional office Bhopal MP.

2.0.3 Warranty support:

The successful bidder has to provide Comprehensive Post-installation warranty support for all the hardware, software, Installed & commissioned by him/her, for a period of **Three years, on site**. 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 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 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 for 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 Any additional/different terms & conditions proposed by the bidder shall be treated as 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 bid should be competitive (which includes buy back amount in respect of old 33 desktop computers). NABARD reserves the right to verify the same independently and rejects 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, uncarting, 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 and Supply Completion Report after completion of work.

2.2 Eligibility Criterion:

Offers are invited only from those Vendors/Bidders who fulfil the following eligibility criteria: -

2.2.1 Suppliers should be registered in India.

2.2.2 Suppliers should have at least 3 (three) years of experience in the field of supply and installation of computer hardware and peripherals.

2.2.3 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. The bidder should provide proper authentication from the manufacturer/OEM as per the proforma given in Part I schedule 7 of the quotation. Offers without proper authentication from the manufacturer/OEM shall be treated as incomplete and shall be rejected.

2.2.4 The suppliers should have sufficient experience and proper infrastructure to provide requisite after sales service and support in the State of Madhya Pradesh. The purchased items are to be provided at NABARD Madhya Pradesh Regional Office, E-5 Arera colony, Bittan Market Bhopal. On-site service should be provided during warranty period.

2.2.5 In case repair of a particular equipment/ system takes more than 2 working days, the suppliers should be able to provide an alternative arrangement to ensure that there is no interruption in official functioning of NABARD RO Bhopal.

2.2.6 The supplier's clientele should include banks, Financial Institutions, Government undertakings and other reputed concerns, references of which should be made available in case the same is sought for by NABARD.

2.2.7 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.

2.2.8 The bidder should submit the valid Trade License Certificate along with the Technical Offer (if any). The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.

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

2.2.10 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.

2.2.11 The Vendor/Bidder should submit its Organizational / Financial profile in the proforma detailed in Part I - 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.

2.2.12 The vendor/bidder should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than **30% of the estimated cost** of the tender **excluding taxes**. 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.

2.2.13 The Vendor/Bidder should submit all the documents as per the checklist Part I **Schedule 10** of the technical bid. Bid submitted with incomplete documents shall be rejected.

2.3 Installation / Implementation Experience:

The Vendor/Bidder must have experience, in last three years, of installation, testing and commissioning of Hardware/Software mentioned in Schedule 1 of Part II. 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 Validity period of the TENDER:

a) The quotation shall remain open for acceptance by NABARD for a period of 2 months from the date of opening of Technical Offer. The period may be extended by mutual agreement and the Vendor/Bidder shall not cancel or withdraw the 'quotation' during this period.

b) The Vendor/Bidder must use only the formats prescribed in "Tender Document" to fill in the quotation.

c) The 'Quotation' must be filled in English and the amounts should be both in figures and words. If any of the documents is missing or unsigned, the 'Quotation' will be considered invalid and rejected by NABARD at its discretion.

d) All erasures and alterations made while filling the 'Quotation' must be attested by initials of the Vendor/Bidder. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the 'Quotation' invalid at NABARD's discretion. No advice of any change in rate or conditions after the opening of the 'Quotation' will be entertained.

2.5 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.

2.6 Opening of Quotation

Part I of the quotation i.e. Technical Bids will be opened at 03:00 pm on 27.09.2019 at 3rd floor mini conference Hall NABARD Regional Office MP, in the presence of the Vendors/Bidders who choose to remain present. The PART-II shall be opened after the scrutiny of the technical bid (informed separately to all eligible vendors).

2.7 Earnest Money Deposit (EMD)

The Vendor/Bidder shall furnish an EMD for an amount of Rs. 36,300/- (Rupees Thirty Six Thousand Three hundred only) in the form of Demand Draft drawn in favour of National Bank for Agriculture and Rural Development, payable at Bhopal. The EMD should form part of the Quotation Documents (Technical Offer - [Part I]) submitted by the Vendor/Bidder. Failure to comply with this condition viz., submission of Bid Security of Rs. 36,300/- (Rupees Thirty Six Thousand Three hundred only) shall result in summary rejection of the Quotation/Bid.

The EMD of unsuccessful Vendors/Bidders shall be returned after the successful completion of the Bid Process. No interest is payable on this amount. The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hard Ware only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is 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.

2.8 Bid Price

The Tender document may be downloaded from NABARD's website (www.nabard.org). There is no additional bid price for this process.

2.9 Warranty period

During the warranty period of **three Years** from the date of purchase, 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. In addition to this, the Vendor/Bidder shall update/upgrade the Software and also provide any new versions released as part of warranty.

2.10 Performance

2.10.1 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.

2.10.2 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.

2.11 Indemnity

The successful 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 successful 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 fulfil 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).**

2.12 Performance Bank Guarantee

The successful Bidder shall, at his own expense, deposit with the Chief General Manager, NABARD, Regional Office, Bhopal within 10 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 in lieu of Retention Money Deposit for the due performance and fulfilment of the warranty/contract by the Bidder.

The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hard Ware only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is payable on such amount.

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 will be discharged only after a period of six months after the expiry of the warranty period of 1 (One) years after due performance of the obligations of the Bidder under the contract.

Failure of the successful Bidder/Vendor to enter into contract within 10 days or within such extended period, as may be specified by the Chief General Manager, NABARD, Regional Office Bhopal shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.

2.13 Price Composition

The price offered to NABARD must be in Indian Rupees, inclusive of all taxes and duties such as GST, etc. and packing forwarding, import and custom clearance, transportation, Insurance till delivery at NABARD, Regional Office, Bhopal, cost of installation commissioning and comprehensive on-site maintenance services under warranty. The final price quoted shall be net of **the buyback amount in respect of the 33 old Desktop Computers. L1 vendor shall be decided on the aforesaid basis.**

The Octroi /Entry tax, if applicable, will be reimbursed by NABARD as per actuals on production of original payment receipt.

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. 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.

2.14 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.

2.15 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.

2.16 Terms of Payment

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

2.16.1 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.

2.16.2 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.

2.17 Term of execution of work

The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of Hardware/Software shall be **21 days from** the date of the work order. Time shall be the essence of the contract.

2.18 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.

2.19 Agreement

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

2.20 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.

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

2.21 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 Bhopal 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.

2.22 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 two 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 two weeks from the date of acceptance/receipt of the work order (except with written permission from NABARD.
- c) Any other appropriate reason in view of NABARD.

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

2.23 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.

2.24 Right to alter quantities

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

2.25 Force Majeure

2.25.1 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.

2.25.2 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.

2.25.3 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.

2.25.4 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 endeavour to find a solution to the problem.

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

2.26 Evaluation Process

Only Quotations received on or before the stipulated date and time for responding to the Tender will be considered for further evaluation. The evaluation process will include

- a) Evaluation of Tender response (this may include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.)
- b) The final decision regarding selection of Vendor/Bidder will be taken by NABARD after evaluation of technical as well as commercial bid. The implementation of the project will commence upon successful negotiation of a contract between NABARD and the selected Vendor/Bidder. NABARD reserves the right to reject any or all proposals fully or partially.
- c) Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.
- d) Vendor/Bidder will submit a certificate as detailed in Part I Schedule 1, on the letterhead and duly signed by Authorized signatory for accepting all the terms and conditions. This certificate will also form part of Technical Offer.

2.23 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.

2.24 Buyback of IT asset

33 numbers of Desktop PCs are under buy back arrangement on as is where is basis and the vendor has to make his own arrangement to take these Desktop PCs. The specifications of buyback desktops are mentioned in Schedule 6 (B) of the tender.

.....

Part – I

Schedule 1
Acceptance of Terms and Conditions
(Letter to NABARD on Vendor/Bidder's letterhead)

To,

The Chief General Manager
National Bank for Agriculture and Rural Development,
Madhya Pradesh Regional Office
E-5, Arera Colony, Near Bittan Market,
Bhopal - 462016

Dear Sir,

Sub: NABARD's Notice Inviting Tender for Supply, Installation, Testing, Commissioning of 33 Desktop Computers under buyback basis of 33 old Desktop Computers at NABARD's Regional Office Bhopal.

With reference to the above QUOTATION, 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 QUOTATION 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:

Part- I

Schedule 2

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

To,

The Chief General Manager
National Bank for Agriculture and Rural Development,
Madhya Pradesh Regional Office
E-5, Arera Colony, Near Bittan Market,
Bhopal – 462016

Dear Sir,

Sub: NABARD's Notice Inviting Tender for Supply, Installation, Testing, Commissioning of 33 Desktop Computers under buyback basis of 33 old Desktop Computers at NABARD's Regional Office Bhopal.

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 one year 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 one year.

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

Yours faithfully

For

(Name & Designation)

Part I

Schedule 3

(Letter of Indemnity and Undertaking)

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

To,

The Chief General Manager
National Bank for Agriculture and Rural Development,
Madhya Pradesh Regional Office
E-5, Arera Colony, Near Bittan Market,
Bhopal – 462016

Dear Sir

Sub: NABARD's Notice Inviting Tender for Supply, Installation, Testing, Commissioning of 33 Desktop Computers under buyback basis of 33 old Desktop Computers at NABARD's Regional Office Bhopal.

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 33 Desktop Computers for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said _____ hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said 33 Desktop Computers 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 33 Desktop Computers.

We the said _____ hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers or servants or agents.

and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

Yours faithfully

(Name and Designation) of

Authorized Official

Signed and delivered by

The within named _____

In the presence of _____

(i) Witness*

(ii) Witness*

* Should contain Signature with date, Name & Designation, Address and Contact Nos.

Part-I

Schedule 4

PERFORMANCE BANK GUARANTEE FORMAT

(on Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at _____ on this day of _____
BY Bank, a Banking Company constituted under
_____ Act having its Branch Office at

_____ (hereinafter referred to as "**Bank**" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its **Regional Office at E-5, Arera Colony, Near Bittan Market, Bhopal**, (Hereinafter referred to as "**NABARD/Purchaser**" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) NABARD is desirous of installing and commissioning of 33 Desktop Computers at its various departments at its Regional office in Bhopal (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.

2. The Contractor has submitted his Bid/quotation to execute the said works for a total sum of Rs _____ (Rupees _____ only).

3. One of the conditions of the said quotation is that the Contractor shall furnish to NABARD a Performance Bank Guarantee (PGB) for an amount of 10% of the total value order of 33 desktop computers 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 Quotation by the Contractor.

4. The Contractor has approached us for issuing a PGB in favour of NABARD for an amount of (Rupees _____ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

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

2). Notwithstanding anything to the contrary, the decision of NABARD as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask NABARD to establish its claim or claims under this Guarantee

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

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

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

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

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

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

8). This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing 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). Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India

including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

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

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

12). Notwithstanding anything contained herein: -

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

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

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

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

Dated this ----- day of ----- 2019 at

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

Sd/ _____

Part-I

Schedule 5

Organizational / Financial Profile of the Vendor/Bidder

1. Name of the Vendor	
2. Registered Office Address	
Telephone No.	
Fax No.	
E-mail	
3. Bhopal Office Address	
Telephone No.	
Fax No.	
E-mail	
4. Name and Designation of the person authorised to make commitment to the Bank	
Telephone No.	
E-mail	
Mobile phone no.	
5. Vendor's web site address, if any	
6. Type of Organisation (Whether sole proprietorship/private limited/public limited company or cooperative body)	
7. Registration details :	
Registration No. and date	
Place of Registration	
Registering Authority	
8. Sales Tax no. / VAT No.	
9. Income Tax No. (PAN/ TAN)	
10. Clientele (Kindly furnish Certificate regarding after sales and service from the mentioned companies)	

11. Details of qualified engineer at Bhopal providing service to Banks, FIs, Govt. reputed concerns etc.	
Nature of work handled	
Total no. of engineers Total no. of staff members	
12. Brands of hardware, peripherals for which the vendor is OEM/authorised (Dealer/reseller certificate should be enclosed in case of Authorised dealer/reseller)	
13. Whether the vendor is a system integrator (Details of system integration work done may be given)	
14. Name and Location of Work	
15. Value and nature of Order	
16. Whether executed satisfactory and on time	
17. Date of completion of work	
18. Annual Turn Over	
Year	Sales Turnover (Rs In Lakh)
2018-19	
2017-18	
2016-17	
Furnish Audited Balance Sheet, P&L a/c and Annual Report for the year 2016-17,2017-18 and 2018-19	
19. Name and Address of bankers	
20. Bank a/c no - Bank name - Branch IFSC no. - Branch address - *for e-payment (kindly attach cancelled cheque)	

Part-I

Schedule 6

Detailed Specifications for the Desktop to be purchased - A

Brand: **DELL/HP**

Model No.: _____

Configuration of Conventional Desktop Computer (Windows)

Sl. No	Component	Minimum Specifications	Specifications offered by Vendor
1	CPU	Minimum Intel i5-8500 Processor or above /equivalent	
2	Memory	8GB (DDR4)	
3	Chipset	Intel chipset motherboard (Intel B360/H370 or above)	
4	Form Factor	Small Form Factor	
5	Monitor	Minimum 18.5”	
6	HDD	256 GB SSD (solid state drive)	
7	Ports	6USB (at least 2 on the front side and at least 2 USB 3.0)	
8	Key Board/ Mouse	Standard Key Board and USB optical/ laser scroll Mouse	
9	Operating System	Windows 10 Professional pre-loaded	
10	Compliance	Energy star compliance, ROHS, TPM 2.0 or equivalent	
11	Warranty	Three-year Comprehensive onsite warranty provided by OEM.	

NOTE: The specifications offered may be clearly indicated by the bidder.

Schedule 6

BUYBACK DESKTOPS Specifications - B

BUY BACK Brand: SIS Computer

Model No: Agile DAG 4223

Quantity of Desktop under buyback: 33

Configuration of old Desktop Computer (Windows)

Sl. No	Component	Minimum Specifications
1	CPU	Intel core 2 duo e7500- 2.93 GHz
2	Memory	4GB
3	Chipset	MSI G41 M-p28 make mother board with intel g41 chipset
4	Form Factor	Small Form Factor
5	Monitor	18.5" TFT LCD
6	HDD	500 GB
7	Ports	2 serial + 1 Parellel + 2ps/2 and 6USB
8	Key Board/ Mouse	Standard Key Board and USB optical/ laser scroll Mouse

Part-I

Schedule 7

Manufacturer's Authorization Form (MAF)

To,

The Chief General Manager
National Bank for Agriculture and Rural Development,
Madhya Pradesh Regional Office
E-5, Arera Colony, Near Bittan Market,
Bhopal – 462016

Dear Sir

Sub: NABARD's Notice Inviting Tender for Supply, Installation, Testing, Commissioning of 33 Desktop Computers under buyback basis of 33 old Desktop Computers at NABARD's Regional Office Bhopal.

We _____, who are established and reputable manufacturers of _____ do hereby authorize M/s _____ having offices at _____ and (Name and address of Agent/Dealer/Large Account Reseller) to offer their quotation, negotiate and conclude the contract with you against the above invitation for offer. M/s _____ is the enterprise vendor / partner /Large Account Reseller of _____.

We hereby extend our full guarantee and warranty as per terms and conditions of the offer and the contract for the equipment and services offered against this invitation for offer by the above firm.

Yours faithfully

[_____]

Name and seal of the manufacturer

Note: This letter of authority should be signed by a person competent and having the power of attorney to bind the Manufacturer/OEM/Principal and it should be included by the vendor in the bid.

Schedule 8

Letter of Authorization

To,

The Chief General Manager
National Bank for Agriculture and Rural Development,
Madhya Pradesh Regional Office
E-5, Arera Colony, Near Bittan Market,
Bhopal – 462016

Dear Sir

Sub: NABARD's Notice Inviting Tender for Supply, Installation, Testing, Commissioning of 33 Desktop Computers under buyback basis of 33 old Desktop Computers at NABARD's Regional Office Bhopal.

We _____ (name of the company) have submitted our bid for participating in Bank's RFP/Tender dated _____ for _____. We also confirm having read and understood the terms of RFP/Tender as well as the scope of work & requirements.

As per the terms of RFP/Tender, we nominate Mr. _____, designated as _____ of our company to participate in the bidding process. NABARD shall contact the above named official for any and all matters relating to the bidding process.

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

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

Schedule 9

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 Debabrata Sarkar Mayfair Boulevard (Narayan Apt.) Flat No.701, Main Avenue Road Santacruz (West) Mumbai – 400 054

- (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)
 (Office Seal)

 (For & on behalf of the Bidder/Contractor)
 (Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Part-I

Schedule 10

Checklist of Documents to be submitted at the time of submission of Bid

S.No	Annexure	Subject	Yes/No
1	Schedule No.1	Covering letter for submission of offer	
2	Schedule No.2	Backup Commitment from manufacturer for system maintenance	
3	Schedule No.3	Letter of indemnity and undertaking (Successful bidder after award of work)	-
4	Schedule No.4	Performance Bank Guarantee (Successful bidder after award of work)	-
5	Schedule No.5	Organizational profile of vendor/bidder	
6	Schedule No.6	Detailed Specifications of Hardware	
7	Schedule No.7	Manufacturer Authorization form	
8	Others:	Crossed Demand Draft for EMD	
		Financial Profile (Audited Balance Sheet, P&L a/c and Annual Report) of last 3 years (2016-17,2017-18 and 2018-19)	
		Undertaking of not blacklisted	

Part-II

Schedule 1

Tender Document for Supply, Installation, Testing and commissioning of 33 Desktop Computers under buy back basis of 33 old desktop computers.

Commercial Bid

1. Bill of quantities for 33 Desktop PCs.

Amount in Rupees.

Purchase of 33 Desktop Computers							Buy Back of old 33 Desktop Computers			Net Amount
S.No	Product	Quantity	Unit Price	Total	GST and other Taxes	Total inclusive of all Taxes	Quantity	Unit Price	Total	
A	B	C	D	E=C*D	F	G=E+F	H	I	J=H*I	K=G-J
1	Desktop Computers	33					33			