

# NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Jharkhand Regional Office, Ranchi

Tender for Supply, Installation, Testing and Commissioning of 16 Desktop PCs, 35 Laptops and 05 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis

# **PART I**

# **TECHNICAL BID**

(Mode of submission of tender is only through e-tendering website of NABARD: <a href="https://nabard.eproc.in/">https://nabard.eproc.in/</a>)

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

a	Date of Tender	09th October 2020	
b	Last Date and Time for	16:00 hrs. on <b>06</b> <sup>th</sup> <b>November 2020</b>	
	submission of Tender		
c	Bid Security Value/EMD	₹27,500/-	
d	Fee for Tender document (non-	a. Nil for Tender Document downloaded by the bidder	
	Refundable)	b. Rs.500/- for Hard Copy of Tender Document supplied by NABARD	
e	Pre-Bid Meeting	15:00 hrs. on <b>30<sup>th</sup> October 2020</b>	
f	Time and date of opening of	15:30 hrs. on <b>13<sup>th</sup> November 2020</b>	
	Technical Offers		
g	Time and date of opening of	Will be communicated to technically	
	Commercial Bids	qualified bidders	

### Ref. No. NB.JH.DIT/DIT-01/1578/IT Procurement/2020-21

09th October 2020

### NOTICE INVITING TENDER

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

NABARD, Jharkhand Regional Office, Opp. Adivasi College Hostel, Karamtoli Road, Ranchi intends to invite sealed **Tender for Supply, Installation**, **Testing and Commissioning of 16 Desktop PCs**, **35 Laptops and o5 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis.** The computer hardware 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: <a href="https://www.nabard.org">www.nabard.org</a>. In case of the downloaded tender document, no tender fees is required. Hard copy of the tender document may also be obtained from NABARD, Jharkhand RO, Ranchi against a fee of Rs.500/- (Rupees five hundred only) payable by way of a Demand Draft drawn in favour of NABARD, Ranchi and payable at Ranchi. Mode of submission of tender is only through e-tendering website of NABARD: <a href="https://nabard.eproc.in/">https://nabard.eproc.in/</a>

### 1.1 Two Part Offer:

The offer must be submitted in single stage, sealed "Two cover system" with the first cover as the Technical Offer and Second cover as the Commercial Offer. Each page of the two documents, viz. Technical and Commercial Offer must be signed and inscribed with proper seal of Vendor/Bidder. All the covers must be enclosed in a single cover and be duly super-scribed "Tender for Supply, Installation, Testing and Commissioning of 16 Desktop PCs, 35 Laptops and 05 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis."

Full name and address of the vendor/bidder must be written on the envelope. The bid must be addressed to The Chief General Manager, National Bank for Agriculture and Rural Development (NABARD), Jharkhand Regional Office, Opposite Adivasi College Hostel, Karamtoli Road, Ranchi-834001 and should be submitted by the stipulated date and time.

### **Envelope No.1 (Technical Offer – Part I)**

The envelope containing Technical Offer should be duly super-scribed "Tender for Supply, Installation, Testing and Commissioning of 16 Desktop PCs, 35 Laptops and 05 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis—PART I"

Technical Bid should contain the following: -

- i. Demand Drafts towards Earnest Money Deposit of Rs.27,500/-and Tender Fee (*if applicable*) in favour of NABARD payable at Ranchi specified herein below.
- ii. A copy of 'Proposal' document including Schedules 1, 2, 5, 6, 7 and 9 duly signed by authorized signatory of the Vendor/Bidder on each page. Pre-filled schedule 8 (indicating whether the proposed machine meets minimum specifications) should also be submitted along with this proposal. However, the same shall be certified by NABARD after successful installation of machines at desired locations.
- iii. Vendor/Bidder's letter giving technical clarifications (if any).
- iv. 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 reason whatsoever.
- v. Any other information called which the Vendor/Bidder would like to submit along with this 'Bid'.
- vi. It should be specifically noted that the contents of Technical offer must not reveal commercials.

### Envelope No. 2 (Commercial Offer – Part II)

The envelope containing Commercial Offer should be duly super-scribed "Tender for Supply, Installation, Testing and Commissioning of 16 Desktop PCs, 35 Laptops and 05 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis—PART II"

Price Bid should contain the following: -

- i. Prices in Indian Rupees only with detailed break-up of prices as per Part II Schedule 1.
- ii. The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items therein as per Part II **Schedule 2.**
- iii. The Commercial Offer should be in conformity with the terms indicated in paragraph 2.13 i.e. **Price Composition.**
- iv. The Commercial Offer should not contradict the Technical Offer in any manner.

### 1.2 Opening of Offer

Envelope 1 containing the Technical Offer will be opened at 1530 hours on 13<sup>th</sup> November 2020. The Bids will be opened at the Regional Office in the presence of the Chief General Manager, National Bank for Agriculture and Rural Development, NABARD, Jharkhand Regional office, Ranchi 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. The date and time for opening of Envelope No. 2 containing the Commercial Offer will be communicated to qualified bidders subsequently.

- **1.2(a)** Pre-Bid Meeting: A Pre-bid Meeting will be held at 1500 hours on 30<sup>th</sup> October 2020 at the above given address. Interested bidders are invited to attend the meeting and seek clarifications, if any, in the matter.
- **1.2(b)** The successful bidder after opening of financial bid has 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.
- **1.3** Completion period of work supply mentioned in this tender shall be 30 days reckoned from the issue of purchase order.

### **Address for Communication: -**

The Chief General Manager
National Bank for Agriculture & Rural Development
Jharkhand Regional Office, Opposite Adivasi College Hostel,
Karamtoli Road, Ranchi - 834001
E-mail:- dit.ranchi@nabard.org, ranchi@nabard.org
Telephone No. 0651-2361107

NABARD may accept or reject any or all response/s to this request for tender at its discretion or may ask for any additional information from the bidders. NABARD may also vary its requirements, add to or amend the terms, procedure and protocol set out in this request for Tender for bona fide reasons, which will be notified to all through notice on its website. Further, NABARD hereby reserves its right to annul the tender process at any time prior to the contract award without incurring any liability towards the bidders.

### (S.R. Panda) Deputy General Manager

Department of Information Technology National Bank for Agriculture and Rural Development Jharkhand Regional Office, Ranchi

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Tender for Supply, Installation, Testing and Commissioning of 16 Desktop PCs, 35 Laptops and 05 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis

### Part I - Technical Bid

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### **Terms and Conditions**

### 2.0 Scope of work:

The successful bidder needs to provide the following elements at the locations and quantity as depicted in Appendix:-

### 2.0.1 **Supply:**

- a) Hardware along with requisite software at various departments of NABARD's Jharkhand Regional Office, Ranchi (as depicted in Appendix).
- b) License for all the Hardware, Software Components (wherever applicable).
- c) Manuals of the Hardware and Software (wherever applicable).
- d) Installation Media in the form of CD, DVD etc. (wherever applicable).

### 2.0.2 Delivery and Installation:

Delivery, Installation, Commissioning & Configuration of the supplied equipment/software at various departments of NABARD's Jharkhand Regional office at Ranchi (as depicted in Appendix).

### 2.0.3 Warranty support:

The successful bidder has to provide **Comprehensive Post-Installation Onsite Warranty Support** for all the hardware, software, installed & commissioned by him, for a period of **three years**. 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. The L1 Vendor will be arrived at component wise i.e., separately for Desktop PCs, Laptops and ADF Scanners. Specific authorization from the original manufacturer of the Hardware and Software (wherever applicable) would be required.
- 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 By submitting the proposal against this tender enquiry, the bidder acknowledges the responsibility to respond promptly in contract with NABARD. 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 whole or part of 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 or submission of the bid 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 (which includes buy back amount in respect of Computer Hardware). 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 but not limited to the minimum 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 (including comprehensive on-site warranty) 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 (including comprehensive on-site 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, Supply Completion Report and Performance Guarantee Certificate after completion of work.

### 2.2 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 l 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 submit the valid Trade License Certificate along with the Technical Offer (if any).
- 2.2.5 The bidder should have a dedicated comprehensive support service centre at Ranchi.
- 2.2.6 The bidder should produce document(s) in support of having experience in supply and maintenance of IT hardware or similar kind of work.
- 2.2.7 The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.
- 2.2.8 The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any reason whatsoever. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part of Technical Offer.
- 2.2.9 The vendor/Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document.
- 2.2.10 Experience of similar nature for the last three years may be provided in the Table given at Clause 12 of Part I, Schedule 5.

### 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 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.

To be eligible for bidding, the vendor/bidder must have executed in the last three years and should be direct channel partner of the OEM for proper authentication from the Manufacturer/OEM should be furnished..

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. Noncompliance of any of the criteria will entail rejection of the offer.

### 2.4 Validity period of the TENDER:

- a) The bid shall remain open for acceptance by NABARD for a **period of 90 days 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 'bid' during this period.
- b) The Vendor/Bidder must use only the formats prescribed in "Tender Document" to fill in the bid.
- c) The 'Bid' 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 'Bid' will be considered invalid and rejected by NABARD at its discretion.
- d) All erasures and alterations made while filling the 'Bid' 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 'Bid' invalid at NABARD's discretion. Advice/Request of any change in rate(s) or condition(s) after the opening of the 'Bid' will not be entertained.

#### 2.5 Signatory:

Each page of the Technical and Commercial Offer should be signed and sealed by the authorised person or persons submitting the 'Bid' in token of Vendor/Bidder having acquainted himself with the Tender Document and its General Conditions of Contract, Specifications, etc., as laid down.

### 2.6 Opening of Bid

Envelope No. 1 containing the Technical Offer will be opened at **1530** hours on **13<sup>th</sup> November 2020**. The Bids will be opened at the Regional Office in the presence of the Chief General Manager, NABARD, Jharkhand Regional Office, Ranchi 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. The date and time for opening of Envelope No. 2 containing the Commercial Offer will be communicated to qualified bidders subsequently.

### 2.7 Earnest Money Deposit (EMD):

The Vendor/Bidder shall furnish an EMD for an amount of **Rs.27,500/**-(Rupees Twenty Seven Thousand Five Hundred only) in the form of a demand draft drawn in favour of NABARD, payable/enforceable at Ranchi in Envelope No. 1.

The EMD should form part of the Bid Documents (Technical Offer - [Part I]) submitted by the Vendor/Bidder. Failure to comply with this condition viz., submission of Bid Security of **Rs.27,500**/-(Rupees Twenty Seven Thousand Five Hundred only) shall result in summary rejection of the Quotation/Bid.

The EMD of unsuccessful Vendors/Bidders shall be returned only 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 hardware 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 Fees / Tender Fee

The Tender document may be downloaded from NABARD's website (www.nabard.org) and used for submission. The cost of the downloaded Tender Document is "Nil".

Hard Copy of the Tender Document may also be obtained from NABARD, Jharkhand RO, Ranchi against a Tender Fee of Rs.500/- (Rupees Five Hundred Only) payable by way of a DD payable to NABARD, Ranchi and payable/enforceable at Ranchi.

### 2.9 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. 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. Any error because of which the system as a whole becomes inoperable would be termed as Critical error. However, NABARD reserves the sole right to categorize an error as critical or otherwise.

### **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 (or the end of warranty period, whichever is later) 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 (as per Schedule 2 of Part I).

### 2.11 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, subcontractors, 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 (Schedule 3 of Part I) within 15 (fifteen) days of commissioning of systems/equipment.

### 2.12 Performance Bank Guarantee:

**The successful Bidder shall**, at his own expense, deposit with the Chief General Manager, NABARD, Jharkhand Regional Office, Ranchi **within 10 days of the notice of award of the tender**, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Part 1 - Schedule 4 for an amount equivalent to 10% 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 Hardware 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.

In case of unhandled complaints, the Vendor/Bidder shall be liable to pay NABARD liquidated damages by way of penalty, a sum of INR 100/- (Rupees One Hundred Only) per completed day for critical errors and a sum of INR 100/- (Rupees One Hundred Only) per completed week for other errors after registering the complaint. The Vendor's/Bidder's such liability shall not in any case exceed book value of the hardware or software. The amount of penalty will be deducted from the Performance Bank Guarantee at the time of release.

The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the warranty period of 3 (three) years of 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, Ranchi 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 various

departments and DDM Offices (MFDs only) of NABARD, Jharkhand Regional Office, Ranchi, cost of installation commissioning and comprehensive onsite maintenance services under warranty.

The final price quoted shall be net of the buyback amount in respect of the old Computer Hardware.

The rates shall be inclusive of all applicable taxes and incidental expenses.

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, 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 l - 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 30 days from the date of the work order. Time shall be of the essence for 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: "Terms 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 Ranchi 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 30 days 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 30 days 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 Bid

NABARD does not bind itself to accept the lowest bid or any or all Bids and Reserves to itself the right to accept or reject any or all the 'Bids', either in whole or in part without assigning any reasons for doing so. If any conditions are stipulated at the time of submission of 'Bids', 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 Bids 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) From the technically qualified bids, Vendors/Bidders will be short listed for commercial evaluation.
- c) 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.
- d) Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.
- e) Vendor/Bidder will submit a certificate as detailed in Part l Schedule 1, on the letterhead and duly signed by Authorized signatory. This certificate will also form part of Technical Offer.

2.26 NABARD may accept or reject any or all response/s to this request for Tender in its discretion or may ask for any additional information from the bidders. NABARD may also vary its requirements, add to or amend the terms, procedure and protocol set out in this request for Tender for bona fide reasons, which will be notified to all through notice on its website. Further, NABARD hereby reserves its right to annul the Tender process at any time prior to the contract award without incurring any liability towards the bidders.

### 2.27 Pre-Contract Integrity Pact

The Prospective vendors have to submit the same duly signed on a nonjudicial stamp paper of Rs.100/- at the time of submission of the tender document. A proforma of the same is furnished in Schedule 9 of Part I of the tender document.

### 2.28 Buyback of Old IT Assets

o1 old All-in-One PC, o3 old desktops, o1 old scanner and 21 old laptops are under buy back arrangement and on as is where is basis As Is Where Is Basis as detailed in Part II - Schedule 3 of the tender document.

# **Appendix**

The details of location of all requested computer hardware i.e. All-in-One, Desktop PCs, Scanner and Laptops is as under:

"The Chief General Manager
National Bank for Agriculture & Rural Development
Jharkhand Regional Office
Opposite Adivasi College Hostel
Karamtoli Road, Ranchi-834001
Telephone No. 0651-2361107"

E-mail: ranchi@nabard.org

#### Part- I

#### Schedule 1

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

The Chief General Manager,
National Bank for Agriculture & Rural Development,
Jharkhand Regional Office,
Opposite Adivasi College Hostel,
Karamtoli Road,
Ranchi
Jharkhand -834001

Dear Sir,

Tender for Supply, Installation, Testing and Commissioning of 16 Desktop PCs, 35 Laptops and 05 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis

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

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

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

Authorized Signatories
(Name & Designation, seal of the firm)

Yours faithfully,

Date:

### Part- I

### Schedule 2

# <u>Backup Commitment from the Manufacturer for System Maintenance</u> (On Manufacturer's letterhead)

The Chief General Manager, National Bank for Agriculture & Rural Development, Jharkhand Regional Office, Opposite Adivasi College Hostel, Karamtoli Road, Ranchi Jharkhand – 834 001

Dear Sir,

Tender for Supply, Installation, Testing and Commissioning of 16 Desktop PCs, 35 Laptops and 05 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis

We hereby confirm that in the unlikely event of 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 assure that the spare parts and accessories for the Hardware offered herein shall be available for a minimum period of three years (or the end of warranty period, whichever is later) from the time of acceptance of the system. If any of the peripherals/components are not available during the warranty period, the peripherals/ components of equivalent or higher capacity shall be made available.			
We also understand that this letter will form the part of the contract documents to be executed between M/s and NABARD.			
Yours faithfully			
(Name & Designation)			

#### Part I

### Schedule 3

### (Letter of Indemnity and Undertaking)

(To be stamped on Rs.500/- stamp paper)

The Chief General Manager, National Bank for Agriculture & Rural Development, Jharkhand Regional Office, Opposite Adivasi College Hostel, Karamtoli Road, Ranchi Jharkhand -834001

Dear Sir,

Tender for Supply, Installation, Testing and Commissioning of 16 Desktop PCs, 35 Laptops and 05 ADF Scanners along with buyback of old and used All-in-One PC, Desktop PCs, Laptops and Scanner on "As is Where is" basis

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 INDEMNİTY WITNESSETH THAT:

We, the	Limited hereby declare and certify
that we are the rightful owne	rs/ licensees of the said systems offered for sale to
NABARD and that the sale of	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 pe	erson 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 indemni	fied and harmless NABARD, its Officers, Servants,
Agents and other authorized	l persons against any action that may be brought
against us for infringement of	f the right of property or other intellectual property
or copy rights in respect of a	said systems supplied by us to NABARD and will

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 thehas 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
Witness*
Witness*

(i)

(ii)

defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, Servants, Agents and other authorized persons from all

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

# **Schedule 4**

# PERFORMANCE BANK GUARANTEE FORMAT

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

This Deed of Guar	rantee executed a	t on this	day of
	by		_ Bank, a Banking
Company constitut	ed under		Act having
its	Branch	Office	at
	(hereinaft	er referred to a	s "Bank" which
expression shall. u	nless repugnant to	o the context and	meaning thereof,
means and includes	s its successors and	l assigns)	
IN FAVOUR OF			
National Bank for established under Development Act. College Hostel, Kar referred to as "N repugnant to the consuccessors and assignments."	the National 1981 having its R amtoli Road, Rance NABARD/Purchase content and mean	Bank for Agricul egional Office at hi, Jharkhand -834 er" which express	ture and Rural Opposite Adivasi 001. (Hereinafter ion shall unless
WHEREAS			
(1) NABARD is d Hardware at its va (hereinafter reforequested_ registered/establish	arious department erred to as	ts at its Regional "said works a	Office in Ranchi
Act having its Head "Contractor" which meaning thereof meaning the Contractor has a total sum of Rs only).	expression shall. eans and includes he said works. submitted his Bid	unless repugnant t its successors and a /tender to execute	o the context and assigns) to submit the said works for

One of the conditions of the said tender is that the Contractor shall furnish to NABARD a Performance Bank Guarantee (PGB) for an amount of 10% of the total value order of IT Hardware 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.
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 uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9). Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.
- 10). It shall not be necessary for NABARD to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us not withstanding 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: - Our liability under this Bank Guarantee shall not exceed and is restricted to (Rs only).
This Guarantee shall remain in force up to or up to the date extended by renewal of this guarantee.
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 2020 at
For and on behalf of Bank.
Sd/

### Part -I

# **Schedule 5**

# Organizational / Financial Profile of the Vendor/Bidder

1.	Constitution Proprietary/Partnership/Private Ltd. /Public Ltd. ( <i>Tick one</i> )			
2.	Established since			
3.	Address for Communication			
3(a	a) Email Address for Communication:			
4.	Classification: Solution Provider/System Integrator Hardware Vendor/Bidder/Software Developer			
5. ii)	i. If Joint Venture, then specify names of Partners in the Service Support Co, JV i)			
6.	Others (please specify)			
7.	Position/Designation Name(s) of Name Proprietor(s) / Partner(s) / Directors			
8.	Number of Hardware/System Software Engineers familiar with the Product offered			
9.	. Total Number of Employees			
10	10. Number and addresses of locations where Service Support Centers are available for catering to the Product being supplied			
11.	11. Products (details)			
В	Business Figures for 3 years (copies of supporting documents to be enclosed)			

Year	Sales turnover (Rs. Lakh)	Net Profit (Rs. Lakh)
FY 2019-20		
FY 2018-19		
FY 2017-18		

12. List of reputed major Corporate Customers to whom the similar solution is provided during the last 3-5 year. *Please furnish details in the following format*.

Important: Indicate the contact details of at least 3 years

Name and address of	* *	Year of	Brief details	Approx.	Whether the
the Customer with	units connected	Supply	of items	Value of	Customer is.
phone number	using devices		supplied	order(`)	continuing under
	supplied in Customer's				Warranty/AMC
	Organization				
	Organization				

	~~~~	_
13.	CGST 1	VI O
13.	COST	NU.

- 14. PAN No.
- 15. Banker's Details (Please enclose Cancelled Cheque):
- 16. Details of Service Centre at Ranchi with email address, contact person, etc.:
- 17. Details of the DD attached:
  - (a) EMD:
  - (b) Tender Fee:
- 18. Authorization / Licence Details:

### Signature of Vendor/Bidder

#### Name:

**Note:** (Please enclose copies of relevant documents/cancelled cheque/work orders in support of all the details along with  $P\&L\ A/c$ , Balance Sheet, etc. for the last three years.) Documents supporting Financial Statement (like Copies of published Annual Reports / audited financial statements etc.) should necessarily be supplied along with Technical Offer.

### Part I

### **Schedule 6**

### **Detailed Specifications**

# A. Detailed Minimum Specifications for Conventional Desktops (Windows) – HP or substantially equivalent reputed brands

Sl. No.	Component	Minimum Specifications	
1	CPU	Intel Core i5- 10400 Processor or above/equivalent	
2	Memory	8 GB or above (DDR4)	
3	Chipset	Intel Chipset Motherboard with onboard/discrete Graphics, Sound Card and Ethernet Port or equivalent	
4	Form Factor	Small Form Factor	
5	Monitor	Monitor 18.5"	
6	HDD	256 GB (Solid State Drive)	
7	Ports	6 USB (At least two on the front side and at least two USB 3.0)	
8	Keyboard/Mouse	Standard Keyboard and USB Optical / Laser Scroll Mouse	
9	Operating System	Windows 10 Professional pre-loaded (No volume based licenses allowed)	
10	Compliance	Energy Star Compliance, RoHS, TPM 2.0 or equivalent	
11	Warranty	Three-year Comprehensive On-site warranty provided by OEM (NOTE: Not by the Vendor)	
12	Model / Make (To be filled in by the Vendor)	(HP or substantially equivalent reputed brands)	

# B. Detailed Minimum Specifications for Conventional Laptops (Windows) – HP or substantially equivalent reputed brands

Sl.	Component	Minimum Specifications	
1	CPU	Intel Core i5- 10210U or above/equivalent	
2	Memory	8 GB or above (DDR4)	
3	Display	Monitor 14 inches 1366 x 768 Anti-Glare	
4	HDD	256 GB SSD	
5	Connectivity	10/100/1000 Gigabit Ethernet Card, 802.11 ac, Bluetooth ® 4.1	
6	Ports	USB 3. x Port: 1 or more, USB Type C Port: 1, HDMI Port: 1, VGA Port: 1, SD Card Reader: 1	
7	Power Supply & Battery	Integration Li-Ion 45 Whr battery/Battery Backup minimum 4 hours	
8	Operating System	Windows 10 Professional pre-loaded (No volume based licenses allowed)	
9	Multimedia	In-built Speakers, Integrated Microphone, Integrated Webcam	
10	Keyboard/Mouse	Integrated Backlit Keyboard and In-built Touchpad	
11	Others	Laptop weight – Less than 2 Kg, Laptop Backpack (Bag), Security lock hold should be available	
12	Warranty	Three-year Comprehensive On-site warranty from the OEM (NOTE: Not by the Vendor)	
13	Compliance – Energy Efficiency	RoHS-compliant, Energy Star or EPEAT or equivalent compliance	
14	Model / Make (To be filled in by the Vendor)	(HP or substantially equivalent reputed brands)	

# C. Detailed Specifications for Automatic Document Feeder (ADF) Scanner - HP or substantially equivalent reputed brands

Sl.	Component	Minimum Specifications
1	Resolution	1200 x 1200 dots per inch (dpi)
2	Print Speed	28 pages per minute or above
3	Duplex Printing	Automatic two sided printing / scanning
4	Connectivity	Hi speed USB 2.0 and Ethernet 10/100
5	Warranty	Three-year Comprehensive Onsite Warranty from the OEM
6	Model / Make (To be filled in by the Vendor)	(HP or substantially equivalent reputed brands)

### 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) No dated
To, The Chief General Manager, National Bank for Agriculture & Rural Development, Jharkhand Regional Office, Opposite Adivasi College Hostel, Karamtoli Road, Ranchi Jharkhand -834001
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/bid, 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)
<b>Note:</b> This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer.

### Part I

### Schedule 8-A Technical Specification Compliance Sheet

# MACHINE INSTALLATION REPORT: Conventional Desktop PC (Windows)

National Bank for Agriculture & Rural Development	Machine Type :
Jharkhand Regional Office, Opposite Adivasi College	Machine Serial No:
Hostel, Karamtoli Road, Ranchi, Jharkhand -834001	Monitor Serial No.:
	Location:
	Date of installation:

Highest rated reputed brands

Sl.	Component	Minimum Specifications	Specification Delivered	Whether meeting Minimum Specification Yes/No	Remar ks
1	CPU	Intel Core i5- 8500 Processor or above/equivalent			
2	Memory	8 GB (DDR4)			
3	Chipset	Intel Chipset Motherboard (Intel B360/H370 or above)			
4	Form Factor	Small Form Factor			
5	Monitor	18.5"			
6	HDD	256 GB SSD (Solid State Drive)			
7	Ports	6 USB (at least 2 on front side and at least 2 USB 3.0)			
8	Keyboard/ Mouse	Standard Keyboard 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 On-site warranty provided by OEM (NOTE: Not by Vendor)			
12	Model / Make (to be specified by the vendor)	HP or substantially equivalent reputed brands			

Name & Signature of vendor Date & Seal

Name, designation, & Signature of NABARD Officer

# Schedule 8-B Technical Specification Compliance Sheet

# **MACHINE INSTALLATION REPORT: Conventional Laptop**

National Bank for Agriculture & Rural	Machine Type :
Development, Jharkhand Regional Office,	Machine Serial No:
Opposite Adivasi College Hostel, Karamtoli	Monitor Serial No.:
Road, Ranchi, Jharkhand -834001	Location:
	Date of installation:

**Highest rated reputed brands** 

Sl.	Component	Minimum Specifications	Specification Delivered	Whether meeting Minimum Specification Yes/No	Remarks
1	CPU	Intel Core i5- 85265U Processor or equivalent			
2	Memory	8 GB or above (DDR4)			
3	Display	Monitor 14 inches 1366 x 768 Anti-Glare			
4	HDD	256 GB SSD			
5	Connectivity	10/100/1000 Gigabit Ethernet Card, 802.11 b/g/n, Bluetooth ® 4.0			
6	Ports	USB 3. x Port: 1 or more USB Type C Port: 1 HDMI Port: 1 VGA Port: 1 SD Card Reader: 1			
7	Power Supply & Battery	Integration Li-Ion 45 Whr battery/Battery Backup minimum 4 hours should be available			
8	Operating System	Windows 10 Professional pre-loaded (64 bit) (No volume based licenses allowed)			
9	Multimedia	In-built Speakers, Integrated Microphone, Integrated Webcam			
10	Keyboard/Mo use	Integrated Backlit Keyboard and In-built Touchpad			
11	Others	Laptop weight – Less than 2 Kg, Laptop Backpack (Bag)			
12	Warranty	Three-year Comprehensive On-site warranty from the OEM (NOTE: Not by the Vendor)			
13	Compliance – Energy Efficiency	Energy Star Compliant or EPEAT registered, RoHS, TPM 2.0 or equivalent			
14	Model / Make (to be specified by the vendor)	HP or substantially equivalent reputed brands			

### Schedule 8-C Technical Specification Compliance Sheet

# **MACHINE INSTALLATION REPORT: ADF Scanner**

National Bank for Agriculture & Rural Development	Machine Type :
Jharkhand Regional Office, Opposite	Machine Serial No:
Adivasi College Hostel,	Monitor Serial No.:
Karamtoli Road,	Location:
Ranchi	Date of installation:
Jharkhand -834001	

HP or Highest rated reputed brands

Sl. No.	Component	Minimum Specifications	Specification Delivered	Whether meeting Minimum Specifications Yes/No	Remarks
1	Resolution	1200 x 1200 dots per inch (dpi)			
2	Print Speed	28 pages per minute or above			
3	Duplex Printing	Automatic two-sided Printing / Scanning			
4	Connectivity	High Speed USB 2.0 port and Ethernet 10/100			
5	Warranty	Three-year Comprehensive On-site warranty from the OEM (NOTE: Not by the Vendor)			
6	Model / Make (to be specified by the vendor)	HP or substantially equivalent reputed brands			

Name & Signature of vendor Date & Seal

Name, designation, & Signature of NABARD Officer

# Schedule 9 Pre-Contract Integrity Pact (on 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**

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.

### <u>Section 2 – Commitments of the Bidder(s)/Contractor(s)</u>

- (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.

# <u>Section 3 – Disqualification from tender process and exclusion from</u> 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.

### <u>Section 4 – Compensation for Damages</u>

- (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.

### <u>Section 5 – Previous transgression</u>

- (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.

### <u>Section 6 – Equal treatment of all Bidders / Contractors/</u> 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.

# <u>Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)</u>

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.

### <u>Section 8 – Independent External Monitor</u>

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:

Shri Subodh Kumar Goyal 501, Tower-6 Common Wealth Games Village New Delhi – 110 092

- (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 after the warranty period of 3 years are over. 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.

### <u>Section 10 – Other provisi</u>ons

- (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)	