

**National Bank for Agriculture and Rural Development
(NABARD)**



Gujarat Regional Office

**Department of Premises, Security and Procurement,
2nd Floor, NABARD Tower,
Opposite Municipal Garden,
Usmanpura, Ahmedabad – 380013
Telephone: 079-27554023 / 4024**

Email: dpsp.ahmedabad@nabard.org

**Tender for
“Supply, Installation, Testing and Commissioning of Digital
Audio Conference System”
in the Main Conference Hall at 3rd Floor, NABARD Tower,
Usmanpura, Ahmedabad**

National Bank for Agriculture and Rural Development (NABARD), Gujarat Regional Office, Ahmedabad, invites sealed tenders from authorized Dealers/Vendors/Bidders for “Supply, Installation, Testing and Commissioning of Digital Audio Conference System” in the Main Conference Hall at 3rd Floor, NABARD Tower, Usmanpura, Ahmedabad.

The Tender Document can be downloaded from NABARD's website <http://www.nabard.org>



**Notice Inviting Tender (NIT) for
“Supply, Installation, Testing and Commissioning of Digital
Audio Conference System”
Against Buyback of existing Audio Conference System
in the
Main Conference Hall at 3rd Floor,
NABARD Tower, Usmanpura,
Ahmedabad**

Important dates and information

| | |
|---|--|
| Date of issue of Tender | 11 September, 2019 |
| Time and last date for submission of Tender | 15:00 hrs 01 October 2019 |
| Earnest Money Deposit (EMD) | Rs. 30,000/- |
| Time and date of opening of Technical Bids | 15:30 hrs 01 October 2019 |
| Time and date of opening of Price Bids | Will be communicated to technically qualified bidders. |

Tender Documents to be submitted and addressed to:

The Chief General Manager,
NABARD, Gujarat RO, NABARD Tower,
Opposite Municipal Garden, Usmanpura, Ahmedabad-380013

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NOTICE INVITING TENDER

Tender No NB.Guj / /DPSP/ Digital Audio Conference System /2019-20

11 September, 2019

(All interested authorized Dealers/ vendors/ bidders located at Ahmedabad)

Madam/ Dear Sir,

Tender for “Supply, Installation, Testing and Commissioning of Digital Audio Conference System against Buyback of existing Audio Conference System (Details specified in Schedule of Quantity of Part-II) in the Main Conference Hall at NABARD Tower, Usmanpura, Ahmedabad

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, Gujarat Regional Office, Ahmedabad intends to invite sealed Tenders for “Supply, Installation, Testing and Commissioning of Digital Audio Conference System” from authorized dealers / bidders located at Ahmedabad under buy-back arrangement (buy-back of existing audio conference system) to be submitted before **1500 hrs on – 01 October 2019.**

This NIT (tender document) can be downloaded from our website at <https://www.nabard.org> (under Information Centre in the website main page). The tender document will be available on the website, until the last date of submission. The bidders are expected to thoroughly read the tender document to understand all aspects of the work before submission of tender documents.

The Pre-Bid meeting will be held on 23 September 2019 at 14:30 hours. in the Conference room on 3rd Floor of Gujarat Regional Office, NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad - 380013. To be eligible to participate in the pre-bid, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 5 working days prior to the date of pre-bid meeting by email on dpsp.ahmedabad@nabard.org. All the clarifications of the pre-bid meeting will be part of tender and will be uploaded on NABARD website (www.nabard.org)

Two Parts Offer:

The offer will have to be submitted in two parts; Part - I Technical Bid & Part- II Price Bid in separate envelopes.

Part-1 Technical Bid (Envelope 1)

Envelope No. 1 shall be super scribed as “Technical Bid”. The Technical Bid shall be submitted on the letterhead of the tenderer as per the enclosed format (**Annexure -I**) in a sealed cover and shall contain the following:

1. Earnest Money Deposit as mentioned at **Point 6 of General conditions of contract of the Tender.**
2. A copy of Proposal document including **Annexures** listed below duly signed by authorized signatory of the Vendor/Bidder on each page.
 - a) Form of tender
 - b) Pre-qualification criteria.
 - c) General conditions of contract.
 - d) **Annexure I-** Covering letter for Submission of offer.
 - e) **Annexure II-** Organisational financial profile of Vendor/ Bidder.
 - f) **Annexure III-** Proforma for bank account details.
 - g) **Annexure IV-** Manufacturer’s Authorisation Form(MAF) or OEM (Original Equipment Manufacturer) Authorisation form.
 - h) **Annexure VI-** Detailed specification required and specifications of the components to be supplied.
- 3) Vendor/Bidder's letter giving technical clarifications (if any).
- 4) 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.

The following **forms** should be submitted at appropriate time after awarding tender:

- a) **Annexure VII-** Technical specification compliance sheet/Machine Installation Report
- b) **Annexure VIII-** Articles of Agreement.
- c) **Annexure IX-** Letter of Indemnity and Undertaking.

Each page of the quotation document must be signed with proper seal of Vendor/Bidder. It should be specifically noted that the **contents of Technical Bid must not reveal commercials/ Price Bid.**

Part-2 Price Bid (Envelope 2)

Price Bid should contain the following:

1. Prices in Indian Rupees only, with detailed break-up of prices as per **Price Bid**.
2. **The Schedule of Quantities** as per the specifications and the most competitive prices offered in respect of the items listed in price Bid.
3. The Commercial Offer should be in conformity with the terms indicated in **Price Composition**.
4. The Price Bid should not contradict the Technical Bid in any manner.

Envelope I and Envelope II may both be placed and submitted in another sealed cover super scribed “Tender for Supply, Installation, Testing and Commissioning of Digital Audio Conference System” in the Main Conference Hall at 3rd Floor, NABARD Tower, Usmanpura, Ahmedabad and addressed to Chief General Manager, National Bank for Agriculture and Rural Development, NABARD Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad – 380013

Opening of Offer:

Envelope No. 1 containing the Technical Bid will be opened at **3.30pm on 1 October 2019** or in case of any eventuality as decided by NABARD. The Bids will be opened at the Regional Office in the presence of the Chief General Manager, NABARD, Gujarat Regional office, Ahmedabad 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 **Price Bid** will be communicated to qualified bidders.

(J D Monga)

Deputy General Manager

Disclaimer: 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 bonafide 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 bid.



FORM OF TENDER

Date:

Place:

The Chief General Manager,
NABARD, Gujarat Regional Office,
NABARD Tower,
Opposite Municipal Garden, Usmanpura,
Ahmedabad-380013

Dear Sir

“Tender for Supply, Installation, Testing and Commissioning of Digital Audio Conference System” in the Main Conference Hall at 3rd Floor, NABARD Tower, Usmanpura, Ahmedabad

Having examined the conditions relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Notice Inviting Tender (NIT) and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates to be mentioned in the Price Bid, which may be issued to us by NABARD in the event that we qualify the Technical Bid and in accordance in all respects with the Technical Specifications (given in Annexure VI) and instructions referred in ‘Instructions to Bidders and General Conditions of contract’, the Articles of Agreement (Annexure-VIII) and Price Bid with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said Conditions.

Our Bankers are:

- 1.
- 2.

The names of partners of our firm are:

1.

2.

3.

Name of the partner of the firm Authorized to
sign:

OR

Name of person having Power of
Attorney to sign the contract (certified
copy of the Power of Attorney should be
attached)

Yours faithfully

Signature of Tenderer

PRE QUALIFICATION CRITERIA

| Sr. No. | Pre-qualification criteria | Supporting Document to be submitted |
|---------|--|---|
| 1 | The Bidder should have office in Ahmedabad | Office Address proof document issued by Govt. Agency |
| 2 | Should have been in this business at least for the last 3 years. | Proof of experience |
| 3 | Should have annual turnover of Rs.25 lakh(Rupees Twenty Five lakh)per year for last 3 financial years ending 31-03-2018 | Annual turnover of last three financial year duly certified by the Statutory Auditors |
| 4 | Should have Goods and Service Tax Registration No. | GST Registration Certificate |
| 5 | Financial standing through a) ITR (Income Tax Returns), of last 3 financial years ending on 31 March 2019. b) Balance sheet and profit & Loss account of last 3 financial years ending on 31 March 2018. | a) Income Tax Returns of last three financial years ending on 31 March 2019. b) Balance sheet and P & L Account statement certified by CA of last 3 financial years ending on 31 March 2019. |
| 6 | Should have experience of working with Public Sector Units, MNCs or other reputed firms on Supply of Digital Audio Conference System for last 2 years and the firm should have done at least: <ol style="list-style-type: none"> i. Two similar works valuing not less than Rs. 5.00 lakhs or ii. One similar work valuing not less than Rs. 8.00 lakhs. | Copies of work order & Completion certificates |
| 7 | Authorized / Certified dealer/ supplier. | Manufacturer's Authorisation Form(MAF)/OEM Authorization letter to be submitted in prescribed format (Annexure-IV). |
| 8 | Backup Commitment from the manufacturer for Digital Audio Conference System maintenance | Backup Commitment from the manufacturer for Digital Audio Conference System maintenance to be submitted in prescribed format (Annexure-V). |
| 9 | EMD Deposit | Demand Draft/UTR details |

Decision of the Bank with regard to selection of Contractors will be final. The Bank is not bound to assign any reasons thereof. Any false and / or inadequate information can result in rejection of the tender. The selection of the bidders is based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account above criteria.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1. **Mode of submission of tender:** Sealed offers should be submitted in the envelopes and should be addressed to The Chief General Manager, Department of Premises, Security and Procurement, NABARD, Gujarat Regional Office, Opposite Municipal garden, Usmanpura, Ahmedabad- 380013 and super scribed with “**Tender for Supply, Installation, Testing and Commissioning of Digital Audio Conference System**” in the Main Conference Hall at 3rd Floor, NABARD Tower, Usmanpura, Ahmedabad
2. **Contents of submitted bid:** Should contain the documents as prescribed in Notice Inviting Tender. The tenderer must use only the Price Bid format issued by the Bank, to fill in the rates. Any addition/ alteration in the text of the tender made by the tenderer shall not be considered. The Bank at its discretion may consider such tender/s invalid. The price bids should not contain any conditions whatsoever and any conditional bids shall be rejected.
3. **Mismatch in figures and words:** Rates and amounts should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the quotation must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No advice whatsoever especially on any change in rate, specifications or conditions after the opening of the tender will be entertained. On checking, if discrepancy is found, the rates, which corresponds to the total amount worked out by the vendor shall be taken as correct. In case, the rate assessed does not work out to the amount of an item or it does not correspond with the rate written either in figures or in words, then the rates quoted by the Contractor in words shall be taken as correct. Where the rates quoted by the Contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the Contractor will be taken as correct and not the amount.
4. Each page of the Tender Document should be signed by the bidder in token of his / their having acquainted himself / themselves with the tender conditions as laid down. Any tender with any of the documents not so signed will be liable to be rejected. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected by the Bank.
5. **Validity of tender:** Validity of the quoted rates shall be **three months** from the date of opening of price bid tenders.
6. **Earnest Money Deposit (EMD)**
Mode of depositing EMD: The Vendor/Bidder shall furnish an EMD for an amount of Rs. 30,000/- (Rupees Thirty thousand only) by way of Demand Draft (DD) in favour of ‘NABARD’ drawn on any Nationalized Bank / Scheduled Bank/

Cooperative Bank payable at Ahmedabad OR fund transfer through NEFT/RTGS to NABARD's Account details of which is as follows:

- ❖ Current Account No. **912020012465660** with Axis Bank Ltd., Navrangpura Branch, Ahmedabad.
- ❖ IFS Code: **UTIB0001336** (underlined figures to be read as zero)

Documentary evidence of deposit in the form of UTR (Unique Transaction Reference) / Receipt Voucher is to be enclosed along with the duly filled, signed & complete tender in all respects. Tender without EMD shall be rejected.

Refund of EMD: The EMD will be returned to the tenderer if his tender is not accepted by NABARD but without any interest thereon. The Tenderer shall furnish bank account details in the format given in this tender (**Annexure III**). The EMD paid by the successful tenderer shall be retained by NABARD as part of security till the defect liability period. No interest shall be paid on this deposit.

Forfeiture of EMD: The EMD shall be forfeited in case the tenderer fails to comply with any of the conditions of the Contract / Tender Document or if he withdraws his tender at any point of time before award of the work, in which case, he will also, not be allowed to participate in the event of any re-tender.

7. **Retention Money Deposit (RMD):** Retention money @ 5% will be recovered from the first bill.
8. **Security Deposit:** Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit. The security deposit will be 5% of the total value of work executed. The entire Security Deposit will be refunded after the expiry of defects liability period. No interest will be paid on it.
9. **Non-Bonafide tender:** The tender which is not accompanied by the prescribed EMD shall be called 'Non-Bonafide Tender'. Normally Non-Bonafide tender shall not be considered for acceptance.
10. **Submission of documents:** If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
11. **Receipt of tenders:** The tenders should be submitted latest by 1500 hrs on 1 October 2019. The tenders should be dropped in the tender box located in **Second Floor**, in our above mentioned office. Tenders sent by fax or email will not be accepted. In case the submission date falls on a holiday, then, the tenders should be submitted on the next working day.
12. **The National Bank for Agriculture and Rural Development (NABARD) does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.**

13. The quantities mentioned in the Schedule of Quantity of Part-II are indicative and can increase or decrease during the execution of work, no claim on this account shall be admissible.
14. **Opening of tenders:** The tender will be opened on the same day as that of last date for submission of tender, **at 15:30 hrs on 01 October 2019, or as decided by the bank in case of any eventuality**, in the presence of bidders' representatives, should they choose to be present.
15. **Execution of contract:** On receipt of intimation from the Employer of the acceptance of his/ their tender, by way of Work Order, the successful tenderer shall sign an agreement in accordance with the format prescribed herein and the Price Bid. A Work Order by the National Bank for Agriculture and Rural Development of a tender will constitute a binding contract between NABARD and the bidder so tendering, whether such formal agreement is or is not subsequently executed.
16. **Purchase of non-judicial stamp paper:** The cost of such stamp paper is to be borne by the successful tenderer. The agreement needs to be stamped as per latest provisions of the applicable Stamp Act.
17. **Subletting of contract:** The tenderer shall not assign the contract and shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the tenderer.
18. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.
19. **Firmness of rates:** The rates quoted in the tender/ offer shall be for the complete item including, supply, installation, assembling at site/ testing and commissioning (if any) at site. The rate shall also include all charges for storing, watch and ward, reinstating and making good the damaged work if any to its original finish, etc. The rates quoted shall be deemed to be for finished work to be measured at site. The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site. Tenderers must include in their rates, GST or any other tax and prevailing duty or other levy as existing, levied by the Central Government or any State Government or Local Authority, if applicable, from time to time. No claim in respect of increase in any other tax, duty or levy during the duration of the contract shall be entertained by the Employer. The same will remain firm during the contract period.
20. The tenderer shall note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rate should be correct, workable and self-

supporting. The tenderer shall carry out all works necessary for completion of work and for delivering results. No claim shall be entertained on this account.

21. Time allowed for carrying out the work shall be strictly observed by the tenderer. The work shall throughout the stipulated period of the contract be proceeded with all due diligence.
22. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.
23. The successful tenderer must cooperate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer/ Officials.
24. The tenderer shall guarantee that the work shall be free from any defects whatsoever for a period of 01 year Defects Liability Period (warranty) from the date of successful completion of the work.
25. **Completion Schedule:** The work allotted to the Bidder is to be **completed within three weeks** from the date of issue of the Work Order. Bidders are advised to visit the site and get themselves fully acquainted with the general and local site conditions, particularly those bearing upon transportation, handling, storage and the like, prior to quoting for the work.
26. **Liquidated damages:** Liquidated Damages shall be recovered from the Contractor's dues for delay in completion of the work. The quantum of liquidated damages per week shall be calculated at 0.25% of the estimated cost put to tender subject to a maximum 5% of the accepted tender amount.
27. **Extension of time:** If the Contractors desire any extension of time for completion of work on grounds of there, having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrances. Such application shall contain complete details of hindrances, which hindered the Contractors in the execution of the work. If in the opinion of Bank's Engineer / Officials, works be delayed by force majeure such as: (a) war/ hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons and in such cases, if any such extension of time in execution of work is granted by the Bank, the extension of time will be given without prejudice to Bank's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the Employer whatsoever on account of delay or idle labour/machinery.
28. **Compensation for delay:** The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding

contracts for other trades of the project or in commencement or completion of such works or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

29. **Defect liability period:** The Defects Liability Period shall commence from the date of virtual completion/ full and final supply installation etc. to the satisfaction of the Bank. Any defect that may appear within the Defects Liability Period, shall be rectified by the tenderer without any extra cost to the Employer. In case of failure to do so **within 10 days** from such notice from the Employer, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Employer shall be recovered from any money due to the tenderer at the cost and risk of the tenderer. Only, after all the defects pointed out during the Defects Liability Period have been satisfactorily rectified by the tenderer will the release of the Security Deposit be considered.
30. No escalation shall be allowed on the rates of this contract. Any extra item required for proper completion of work shall be got approved from NABARD and shall be paid on actual labour and material cost plus 15% towards overhead and profit. Rate analysis should be submitted by the Contractor for approval.
31. No mobilization advance or any type of advance shall be paid to the Contractor.
32. **Storage at site:** Storage space may be allowed at site as per the availability. The Contractor will have to make his own arrangement for security and locking arrangement of the storage space. The Contractor may be required to vacate the storage space as per Employer's exigency without any extra cost.
33. **Stay arrangement at site:** Contractors /workers will not be permitted to stay at site. The Contractor has to make his own arrangement of stay for his employees.
34. **Terms of Payment:** Payment under this contract shall be made as follows:
 - ❖ 100% after satisfactory supply/ installation etc. of material at site and production of bill to the Bank as mentioned in Schedule of Quantity less retention money deposit @ 5% and statutory deductions viz. Income tax, GST, etc. **No advance shall be paid to the Contractor.**
 - ❖ The total retention money recovered from the bills shall be 5% of contract value including Earnest Money Deposited and will be retained for defect liability period starting from the date of completion work and will not bear any interest. Any defect in this period shall be rectified by the Contractor at their cost. In this regard the date of successful trial/ inspection of the works at site taken in presence of NABARD's Engineer /Official shall be considered as date of completion of work.
35. **Labour Law / Act:** the Contractor will be governed by the local Labour Laws/ Acts in force.
36. The Contractor shall use all the materials conforming to relevant BIS/ relevant Code and will use the best materials of approved manufacture.

37. **Contractors authorized representative on site:** Contractor shall maintain at site responsible, efficient, qualified and well experienced in-charge during the contract period. Any clarifications, explanation, instructions or notices given by the Employer to such in-charge shall be deemed to be given to the Contractor and shall be binding on the Contractor.
38. **Dismissal of Workman:** Contractor shall, on the request of the Employer, immediately dismiss from the work any person who, in the opinion of Employer, be unsuitable or incompetent or who may be guilty of misconduct.
39. **Inspection of work:** The Contractor shall at the instructions of the Employer within such time as notified, open up for inspection any work and should the Contractor refuse or neglect to comply with such instructions, the Employer may employ other workman to open the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Contractor from any money due or which may become due to the Contractor.
40. **Notices:** Notices of the Employer, to the Contractor, may be served personally or by being left at or sent by registered post to the last known place of the business of the party to whom the same is given or in the case of the Contractor by being left on the works, Notices may be served at or sent by registered post to the registered office of the Contractor. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.
41. **Revision in tender:** Any request for revision of original tender rates, specifications or conditions by a tenderer received after opening of tenders shall not be entertained.
42. **Deletion of items:** The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer can increase or decrease any quantities to any extent or even delete particular item as per requirements and the Contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the Contractor on this account.
43. **Termination of contract by the Employer:** If the Contractor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or the liquidator, in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that they are able to carry out and fulfil the contract, and to give security, therefore, if so required by the Employer. **OR**

If the Contractor (whether an individual Firm or Incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by

or on behalf of any of the creditors of the Contractor, or shall assign or sublet the contract without the consent in writing of the Employer first obtained. **OR**

Shall charge or encumber this contract or any payments due or which may become due to the Contractor there under. **OR**

If the Contractor has:

Abandoned the contract, **OR**

Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Employer written notice to proceed, **OR**

Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, **OR**

Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials of work were condemned and rejected by the Employer under these conditions, **OR**

Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, **OR**

Has to the detriment of good workmanship or in defiance of the Employer's instructions to the contrary sublet any part of the contract.

Then and in the event of any of the aforesaid cases, the Employer may, notwithstanding any previous waiver, after giving seven-day notice in writing to the Contractor, determine the contract but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the Contractor. Further, the Employer may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractors or other persons to complete works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after the receipt thereof by him, the Employer shall sell the same by public auction,

and shall give credit to the Contractor for the amount realised on deducting therefrom the costs of removal and sales.

If any sum shall be due or payable to or by the Employer for the values of the said plant and materials so taken possession of by the Employer and the expense of loss which the Employer shall have been put to in requiring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Employer's certificate shall be final and conclusive between the parties. On termination of the contract, the Contractor shall forthwith remove himself and his workmen from the work site.

44. **Termination of the contract by the Contractor:** If the payment of the amount payable by the Employer shall be in arrears and unpaid for reasonable period after it has become due as per payment terms and after notice in writing requiring payment of the amount shall have been given by the Contractor to the Employer and if the Employer unreasonably withholds any such payment then Contractor shall be entitled to give a termination notice and terminate the contract and recover from the Employer payment for all works executed for the purpose of the contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed.
45. **Matters to be finally determined by the Employer:** The Employer's decision, opinion, direction, with respect to all or any of the matter such as scope of work, Contractor to provide everything necessary, materials and workmanship to conform the description, assignment of subletting, defects after completion, delay and extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the Contractor. Employer's instructions if any, in this regard in case of any urgency, shall also be complied immediately.
46. **Arbitration:** If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the Employer or its Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 day notice in writing to the other (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein after provided for the purpose of appointing the Conciliator or the Sole Arbitrator who shall be appointing the Conciliator or the Sole Arbitrator referred above, the Employer shall send to the Contractors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within fifteen days of receipt of the names. The

Employer shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the Employer fails to send to the Contractors, the panel or three names as aforesaid within the period specified, the Contractor shall send to the Employer, a panel of three names of persons who shall be unconnected with either party. The Employer shall, on receipt of the names as aforesaid, select any one of the person's name and appoint him as the Conciliator or Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or Sole Arbitrator and communicate his name to the Employer.

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 as aforesaid.

The Conciliation / Arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator (s) the award of the Arbitrator (s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are paid in equal proportion by each of the parties. The cost of the Conciliation / Arbitration including the fees, if any, of the Conciliator or the Arbitrator, shall be directed to be finally borne by such party or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.

The Employer and the Contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

47. **Insurance:** The Contractor is required to keep the supply/works duly insured against all risks from the commencement to the completion of the works. The supplier /Contractor from commencement to completion of works, shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening etc. and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation: For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue

of the work order to the Contractor and ending with successful commissioning of the work.

48. **Indemnity clause:** The Supplier/Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges & expenses whatsoever in respect of or in relation thereto. The proforma for submission of letter of Indemnity and undertaking is provided in ANNEXURE IX.
49. The Contractor shall observe all the safety precautions for the safety of the labour and the employees of the NABARD, during execution of works. He would be responsible for the safety of persons employed by him.
50. The Contractor shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises.
51. NABARD shall not bear any responsibility in case of any accident to his worker in the premise due to no fault of NABARD's working but merely due to negligence of his worker or lack of safety provided to them by the Contractor.
52. Procurement of Digital Audio Conference System will be done under buy back arrangement.

Declaration by The Bidder

I/we hereby declare that I/we have read and understood the above instructions to the bidders and that the same are binding on me/us.

Date:

Place:

Name:

Authorized Signatories:

Annexure-I

Covering letter for submission of Tender

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

The Chief General Manager,
NABARD Gujarat Regional Office
NABARD Tower, Opposite Municipal Garden,
Usmanpura,
Ahmedabad-380013

Dear Sir,

Tender for Supply, Installation, Testing and Commissioning of Digital Audio Conference System” in the Main Conference Hall at 3rd Floor, NABARD Tower, Usmanpura, Ahmedabad.

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

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

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

Yours faithfully,

Authorized Signatories

(Name and Designation, seal of the firm)

Date:

Annexure- II

Organizational / Financial Profile of the Vendor/Bidder

1. Constitution Proprietary/Partnership/Private Ltd. /Public Ltd. (*Tick one*)
2. Established since:
3. Address for Communication:

4. Classification: Original Equipment Manufacturer/ System Integrator/ Dealer
5. If Joint Venture, then specify names of Partners in the Service Support Co, JV
 - i)
 - ii)
6. Name(s) of Name Proprietor(s) / Partner(s) / Directors

7. Number of Engineers/ Technicians familiar with the Product offered

8. Total Number of Employees
9. Number and addresses of locations where Service Support Centers are available for catering to the Product being supplied.

10. Products (details)

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

| Year | Sales turnover (Rs. Lakh) | Net Profit (Rs. Lakh) |
|------------|---------------------------|-----------------------|
| FY 2018-19 | | |
| FY 2017-18 | | |
| FY 2016-17 | | |



13. List of reputed major Corporate Customers to whom the similar solution is provided. *Please furnish details in the following format.*

Important: Indicate the contact details of at least 3 corporate customers.

| Sl. No | Name and address of the Customer with phone number | Approx. total units connected using devices supplied in Customer's Organization | Year of Supply | Brief details of items supplied and installed | Approx. Value of order ('Rs. Lakh) | Whether the Customer is continuing under Warranty /AMC |
|--------|--|---|----------------|---|------------------------------------|--|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

Signature of
Vendor/Bidder

Name:

Note: Documents supporting Financial Statement (like Copies of published Annual Reports / audited financial statements etc.) should necessarily be supplied along with Technical Bid.

Annexure-III

Proforma for Bank Account Details

(Details of Bank Account to be furnished by the agencies for effecting payment through ECS
(e-payment))

Details of Vendor / Contractor / service provider / agency:

Name :

Phone number :

Email-ID :

Bank Account details

| Sl. No. | Particulars | |
|---------|---|--|
| 1 | Name of the account holder (as appearing in the Bank account) | |
| 2 | Name of the Bank | |
| 3 | Name of the Branch | |
| 4 | Account Number | |
| 5 | IFSC Code | |
| 6 | Type of account | |
| 7 | PAN Number | |
| 8 | GST Identification Number | |
| 9 | Email ID | |

Please enclose following documents along with this sheet

1. One cancelled cheque leaf
2. Copy of PAN and Aadhar Card
3. Copy of GST Identification Number

Signature with Seal

Annexure- IV

Manufacturer's Authorization Form (MAF)/ OEM Authorization Form

(This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer in prescribed format only)

No. _____ dated _____

To,

The Chief General Manager,
National Bank for Agriculture and Rural Development,
NABARD Tower, Opposite Municipal Garden, Usmanpura,
Ahmedabad-380013

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 Digital Audio Conference System supply, installation, commissioning, services and support offered against this tender by the above firm.

Yours faithfully,

(Name & Designation)
For and on behalf of
M/s (Name of manufacturer)

Annexure –V

Backup Commitment from the Manufacturer for System Maintenance

*(on Manufacturer's letterhead) –Applicable in case the Vender/Bidder is
not OEM (Original Equipment Manufacturer)*

The Chief General Manager,
National Bank for Agriculture & Rural Development,
NABARD Tower, Opposite Municipal Garden, Usmanpura,
Ahmedabad-380013

Dear Sir,

**“Tender for Supply, Installation, Testing and Commissioning of Digital
Audio Conference System” in the Main Conference Hall at 3rd Floor,
NABARD Tower, Usmanpura, Ahmedabad**

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 Dealer) to you at the same terms and conditions as
proposed by M/s. _____. This assurance will be valid for entire
warranty period after handing over of the installation and for a further period as
may be decided based on a joint review after expiry of three years.

We assure that the spare parts and accessories for the Digital Audio Conference
System herein shall be available entire warranty period from the time of
acceptance of the system. If any of the peripherals/components are not available
during the said 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)
For and on behalf of
M/s (Name of manufacturer)

**Note: This letter should be on the letterhead of the
manufacturer(s) and should be signed by a competent person
representing the manufacturer in prescribed format only.**



Annexure- VI

Detailed Technical Specification Required and Specifications of the Components to be Supplied

(Product catalog/brochure of the product to be supplied is to be provided along with Technical Bid)

In order to avoid technical glitches / differences while integration of multiple equipment and maintain better coordination among and thereby uninterrupted quality output/functioning, all the equipment for entire 'Digital Audio Conference/ Public Address System' should be sourced, preferably, from a 'Single Original Equipment Manufacturer (OEM)' .

| Sl. No. | Name of Item | Description of Items [Items should have following specifications or equivalent] | Unit of Measure | Quantity | Details of Make/Manufacturer |
|---------|---------------|--|-----------------|----------|------------------------------|
| 1 | Chairman Unit | Chairman Unit with following specifications: Table Top, Flushed mounted Gooseneck Microphone with flexible stem and on/off request switch and Priority Button Flush Mount microphone request switch Microphone on/off button Red Microphone on indicator Clear color-coded LED indication for user status (Red /Green request indicator) Low susceptibility to mobile phones Plug n Play discussion device with in-built loudspeaker & Excellent speech / digital sound quality GSM immune gooseneck flexible / adjustable microphone stem with mic-active LED indicators Mic length 380- 510mm with Minimum 2 LED Indication for Microphone "ON" (RED) and Request (RED/GREEN) Loudspeaker which gets muted when Microphone Switch is ON or better In-built noise cancellation system | No. | 1 | |



| | | | | | |
|----------|----------------------------------|---|-----|----|--|
| | | <p>Frequency response 100Hz-20kHz Headphones load impedance >32 ohm <1 k ohm Automatic level reduction when microphone is activated Built-in Headphone socket with output / volume control Digital Acoustic Feedback Suppression for balancing sound pressure and avoiding 'howling' effect</p> | | | |
| 2 | Delegate Units | <p>Delegate Units with following specifications: Table Top, Flushed mounted Gooseneck Microphone with flexible stem and on/off request switch Flush Mount microphone request switch Microphone on/off button Red Microphone on indicator Clear color-coded LED indication for user status (Red /Green request indicator) Low susceptibility to mobile phones Plug n Play discussion device with in-built loudspeaker & Excellent speech / digital sound quality GSM immune gooseneck flexible / adjustable microphone stem with mic-active LED indicators Mic length 380- 480mm with Minimum 2 LED Indication for Microphone "ON" (RED) and Request (RED/GREEN) Loudspeaker which gets muted when Microphone Switch is ON or better In-built noise cancellation system Frequency response 100Hz-20kHz Headphones load impedance >32 ohms <1 k ohm Automatic level reduction when microphone is activated Built-in Headphone socket with output / volume control Digital Acoustic Feedback Suppression for balancing sound pressure and avoiding 'howling' effect</p> | No. | 13 | |
| 3 | All-in-One Amplifier Unit | <p>All-in-One Amplifier with following specifications: Two Zone output 4 microphone inputs with independent level control USB drive and SD card for MP3 playback Built-in FM tuner with preset memories</p> | No. | 1 | |



| | | | | | |
|---|--|---|-----|---|--|
| | | <p>100V/Telephone input with priority and Vox No. of channels:2/4 or better Frequency response 20 Hz - 20 kHz or better Input Impedance 10 KΩ or better Stereo mode at 60 watts or better @ 8Ω & 4Ω Bridged Mode 200 watts or better @ 8Ω & 4Ω and 250 watts or better @ 70v and 100v Digital Signal Processing -Acoustic Eco Canceler, 4, Mic Input ,2 mic/Line Input,3 Line output , USB Audio Interface for software based Video Conference (optional)</p> | | | |
| 4 | Centralized Digital Controller Unit | <p>Centralized Digital Controller Unit with following specifications: Plug-and-play functionality for quick and easy connection of Discussion Devices Control Up to 80 discussion devices Intuitive touch-buttons on the front panel for easy configuration and operation purposes Intuitive LED indicators for clear and immediate feedback on the system settings Plus/minus buttons and green LED indicators for setting the volume range of all connected Discussion Devices Microphone-mode selection button and green LED indicators for selecting one of the following microphone operating modes: ‘open mode’, ‘override mode’, ‘voice activation mode’, and ‘push to talk mode’ Number of Open Microphones (NOM) button and green LED indicators for selecting the number of microphones that can be activated at the same time. It shall be possible to select up to four open microphones at the Control Unit (Number of Open Microphone selection 1-4) Built-in digital recorder with internal memory and USB recording (optional)</p> | No. | 1 | |



| | | | | | |
|---|--|---|-------|-------------------------|--|
| | | Built-in loudspeaker and headphone socket for listening to recorded discussions before replaying them to the Floor, or listening to recordings (optional) Built-in Digital Acoustic Feedback Suppression Nominal input (85 db SPL) <0.5% or better Max. input (110 db SPL) <0.5% or better | | | |
| 5 | Ceiling Speakers | 6.5 inch High-efficiency ABS Full range dual cone Ceiling speakers with following Specifications: Lightweight High quality speech and music reproduction with protective dust cover Effective Frequency Range: 70 Hz to 20 kHz Rated noise power 9 watts or above Sensitivity 87 dB or better Sound Pressure Level (SPL) at rated power (1Khz) 89 dB or better Rated impedance: 8 Ω or better Transformer taps: 70 V/100V or better | No. | 6 | |
| 6 | Cordless Mic | Cordless Mic. Compatible with the system Sturdy Metal Housing Transmitter Upto 16 pre-programmes frequencies within the same band Minimum 12 hours battery life with battery indicator Infra-red link of all frequency and set-up data to transmitter 30.5 MHz tuning range Sensitivity 6.3 dBu V | No. | 2 | |
| 7 | Lavelier Mic /Collar Mic | Lavelier / Collar Mic. / wireless belt-pack transmitter with clip Compatible with the system UHF band for interference reduction Frequency band: 750 to 900 MHz | No. | 2 | |
| 8 | Cables (Signal, Speaker, Audio cables etc.) | Durable insulated Copper (co hexicle) cabling for entire wiring of the system and interconnecting loop in loop out between delegates & Chairman discussion devices based on drawing & measurement | Meter | As per actual / on site | |

Annexure- VII

Technical specification compliance sheet/ Machine Installation Report

(to be submitted by successful bidder)

| Sl. No. | *Name of Item | Quantity | Make and Model supplied by the Bidder/ Vendor | Whether meets requirement (Yes / No) | Quantity supplied is same as quantity demanded (Yes / No) | Remarks |
|---------|---|----------------|---|--------------------------------------|---|---------|
| 1 | Chairman Unit | 1 | | | | |
| 2 | Delegate Units | 13 | | | | |
| 3 | All-in-One Amplifier Unit | 1 | | | | |
| 4 | Centralized Digital Controller Unit | 1 | | | | |
| 5 | Ceiling Speakers | 6 | | | | |
| 6 | Cordless Mic | 2 | | | | |
| 7 | Lavelier Mic /Collar Mic | 2 | | | | |
| 8 | Cables (Signal, Speaker, Audio cables etc.) | In Metres - | | | | |

* Description of items as per Annexure VI

Annexure- VIII

ARTICLES OF AGREEMENT

(to be submitted by successful bidder)

ARTICLES OF AGREEMENT made this _____ day of _____ between the National Bank for Agriculture and Rural Development (hereinafter called “the Employer”) of the _____ (hereinafter called “the Tenderer”) of the other part.

WHEREAS the Employer is desirous of executing the work viz., **“Supply, Installation, Testing and Commissioning of Digital Audio Conference System” in the Main Conference Hall at 3rd Floor, NABARD Tower, Usmanpura, Ahmedabad**

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.

4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the Tenderer hereby agrees to commence the work/ job within the **tenth day** of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed in the tender, reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.
9. All payments by the Employer under this contract will be made only at Ahmedabad.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Ahmedabad and only Courts in Ahmedabad shall have the jurisdiction to determine the same to the exclusion of all other courts.
11. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.
12. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.
13. IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the tenderer is a company).



Signature Clause

SIGNED AND DELIVERED by the National Bank for
Agriculture and Rural Development by the hand of

Shri
(Name & Designation)

In the presence of:

Witness # 1

Signature:

Name:

Address:

Witness # 2

Signature:

Name:

Address:

SIGNED AND DELIVERED by the Bidder

By the hand of Shri

(Name and Designation)

In the presence of:

Witness # 1

Signature:

Name:

Address:

Witness # 2

Signature:

Name:

Address:



Annexure- IX

Letter of Indemnity and Undertaking (to be provided by successful bidder)

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

The Chief General Manager,
National Bank for Agriculture & Rural Development,
NABARD Tower, Opposite Municipal Garden, Usmanpura,
Ahmedabad-380013

Dear Sir

"Tender for Supply, Installation, Testing and Commissioning of Digital Audio Conference System" in the Main Conference Hall at 3rd Floor, NABARD Tower, Usmanpura, Ahmedabad

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said _____ limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said systems supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, Servants, Agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We the said _____ 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 he _____ 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 _____

1) Witness

2) Witness

Part- II

PRICE BID SCHEDULE OF QUANTITY

PREAMBLE TO SCHEDULE OF QUANTITIES

The work of Supply, Installation, Testing and Commissioning of Digital Audio Conference System” in the Main Conference Hall at 3rd Floor, NABARD Tower, Usmanpura, Ahmedabad with its Preamble to Schedule of Quantities form a part of Schedule of Quantities for contractual purpose and should be studied carefully prior to filling up the Schedule of Quantities.

1. Schedule of Quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.

2. Items are described to the best possible extent in Schedule of Quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained once the contract is awarded.

3. Rate to be quoted against any item in the Schedule of Quantities shall be inclusive of all the materials, labor, equipment, facilities and direct and indirect overheads and profits necessary for safe and timely completion of item in accordance with the specifications.

4. Notes given in the Bill of Quantities should be read carefully before quoting the rates.

5. All quoted rates shall be inclusive of all taxes, Government Sales Tax (State & Central), service tax or any other taxes inclusive of octroi and excise duty, levies, wages, etc. as per Minimum Wages Act etc. No other claim whatsoever in this respect shall be entertained. The rates shall be firm for the duration of this contract plus authorized extension period, if any.

6. Rate quoted by the Contractor shall include for removal of debris out of premises to the safe Municipal limit, removing stains and cleaning the site thoroughly and unless the same is done to the satisfaction of the Consultant/NABARD, the bill will not be settled.

7. The tender rates shall be firm and shall not be subjected to variations on account of fluctuations in market rates, taxes or any other reasons whatsoever during the tender period.

8. RATES TO BE FILLED IN BILL OF QUANTITIES: The tenderer is requested to fill up rates both in figures and words. If on checking there are differences between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

(a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the Contractor shall be taken as correct.

(b) When the amount of an item not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractors in words shall be taken as correct.

(c) When the rates quoted by the Contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

9. The clients do not bind themselves to accept the lowest or any tender and reserve the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

DECLARATION BY THE CONTRACTOR

I / We have read and understood all the instructions/conditions stated above and I / We accept all the above terms and conditions without any reservation. I / We have taken into account the above terms and conditions while quoting the rates.

Place:

Signature of Contractor

Date:

Name and Seal

PRICE BID / SCHEDULE OF QUANTITY

(A) Bid for New Equipment

(Amount in Rupees)

| Sl. No. | *Name of Item | Make and Model | Quantity | Price per Unit | Total |
|----------|--|----------------|-------------------------|----------------|---------------|
| | | | A | B | C= A*B |
| 1 | Chairman Unit | | 1 | | |
| 2 | Delegate Units | | 13 | | |
| 3 | All-in-One Amplifier Unit | | 1 | | |
| 4 | Centralized Digital Controller Unit | | 1 | | |
| 5 | Ceiling Speakers | | 6 | | |
| 6 | Cordless Mic | | 2 | | |
| 7 | Lavelier Mic /Collar Mic | | 2 | | |
| 8 | Copper Cables Wiring | | As per actual / on Site | | |
| | Total in words | | | | |

* Description of items as per Annexure VI

II) Buyback of Existing Audio Conference System

(Amount in Rs.)

| Sl. No. | Component | Description | Quantity | Unit cost | Total |
|---------|---|---|---|-----------|---------------|
| | | | D | E | F= D*E |
| 1 | Discussion Unit | Ahuja Delegate CMD- 4200 | 15 | | |
| 2 | Discussion Unit (Chairman) | Ahuja Delegate CMD- 4100 | 1 | | |
| 3 | Amplifier | Ahuja Central Amplifier- CMA 4400 | 1 | | |
| 4 | Cordless mic system | MR-515 | Mic controller unit plus 2 mic | | |
| 5 | Ceiling speakers | - | 6 | | |
| 6 | Cables (Signal, Speaker, Audio cables etc.) | | As per actual / on Site | | |
| | Total in figures | | | | |
| | Total in words | | | | |

(III) Net Amount Quoted for the Captioned Work

| Sl. No. | | Description | Amount in Rs. |
|---------|-------|----------------------------|---------------|
| 1 | C | New equipment amount | |
| 2 | F | Buyback amount | |
| 3 | (C-F) | Net amount (1-2) | |
| | | Net amount in words | |

Note:

1. The above quoted rates shall be inclusive of all Taxes, Insurance, Transportation to site, commissioning, testing, properly handing over, including provision of all necessary manpower, etc.
2. The Supplier/Contractor in their own interest may visit the site and see the scope of work including the actual quantity of work before quoting the rates.
3. NABARD will take total quotation amount as a whole for considering L-I bidder for awarding the work.
4. Rates quoted by the firm should be valid for a minimum period of **90 days** from the date of opening of quotation.

Accepted all terms and conditions

Place:

Date:

Authorized Signatory

Seal