

Supply, Installation, Testing & Commissioning of EPABX System at NABARD, Head Office, Mumbai



Head Office

**Department of Premises, Security and Procurement
Plot No.C-24, G-Block, Bandra Kurla Complex, Bandra
(East), Mumbai - 400051**

Date of issue of tender document	29 th May 2024
Pre-Bid Meeting with bidders	10 th June 2024 at 11.00 am
Due date for submission of tender	20 th June 2024 by 2.00 pm
Date and time of opening of Technical bid	21 st June 2024 at 3.00 pm
Date and time of opening of Price bid	To be communicated later

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NB. DPSP / **486** / EPABX/ NABARD HO/2024-25

Date: 29 May 2024

M/s

Dear Sir,

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Notice inviting tender – Supply, installation, testing & commissioning of EPABX System at NABARD, Head Office, Mumbai

1. NABARD intends to undertake the work of “**Supply, installation, testing & Commissioning of EPABX System at NABARD Head Office Mumbai -400051**” and therefore, invites offer from the contractors/firms for the same work. The bidder/System Integrator shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of [CPPP \(procure.gov.in\)](http://CPPP(procure.gov.in)) and NABARD Website.
2. The interested tenderers should upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website of CPPP only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
3. The tender document is available on NABARD website www.nabard.org and CPPP Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.
4. Earnest Money Deposit (EMD) of Rs. 2,26,000/- (Rupee two lakh twenty-six thousand only) amount shall be payable.
5. The EMD amount shall be directly credited to NABARD account as detailed below –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD0000002
Account Number	NABADMN07

6. Counterfoil/ receipt/transaction detail for the same must be enclosed with the tender. The Tender without EMD shall be rejected outright. No interest is allowed on the EMD/RMD.
7. MSE registered vendor are exempted for EMD. For this they need to submit valid MSE registered certificate.
8. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.



9. Interested Vendor / Service Providers may download the tender document from any one of these following options - NABARD's website www.nabard.org OR Central Public Procurement Portal i.e. <https://eprocure.gov.in>
10. It may be noted that it will be a 02 bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal (<https://eprocure.gov.in>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP. **In case of any further guidance, help and support is required during submission of e-bids, Ms. Trusha Sonawane appointed as a Facility Management Personnel for facilitating e-tendering services on CPPP portal may be contacted. The contact details are mentioned as under:**

Contact details for online e-tendering support –

Name of Person	Contact no.
Ms. Trusha Sonawane	022-26539464 (Extension-112) e-Mail : fmp.cppp@nabard.org

11. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login to CPPP.
12. **Technical Bid (Part-I) i.e.** shall contain;
- EMD counter-foil OR required MSE certificate
 - Notice Inviting Tender
 - Form of Tender
 - Pre-qualification criteria of the contractors
 - Special Instructions to Bidders
 - General terms and conditions
 - Technical Specifications
 - List of approved makes of materials/trade
 - Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria.
 - Integrity pact – The tenderer has to submit the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. **It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.** Bank has appointed Independent Monitor Dr. Jagdeep Kumar Ghai, P&TA, FS(Retd.) (hereinafter referred to as Monitor) for this consultation with the Central Vigilance Commission.
13. **Price Bid (Part-II) shall contain:**
- Duly Priced Schedule of Quantities
14. **Technical bid** will be opened as per schedule given in the CPPP or on any other date as intimated to the bidders through online portal.
15. **Price bid -**
- It should not contain any conditions whatsoever and any conditional bids shall be rejected.
 - All items in the Price bid including the item for buyback of existing EPABX and related instruments as specified must be quoted for. Incomplete price bids in this respect would be summarily rejected.
 - It will be opened on a suitable date, after opening of technical bid and its scrutiny, it will be communicated later.



16. Before filling up the tenders, the bidders may note the following:

- a. Validity of the tender shall be 90 days from the date of opening of Price Bid.
 - b. Time of Completion: The time of completion for the total project shall be 03 months from the 10th date of issue of work order.
 - c. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
 - d. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
17. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
18. **A pre-bid meeting has been arranged at Ground Floor 'A' Wing, DPSP NABARD Head Office at Bandra Kurla Complex -400051 on 10.06.2024 at 11:00 hrs.** in presence of Bank's Officials to guide the tenderers about the scope of work and give clarifications, if any, to the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid or any other document after pre-bid meeting, if required, and same will be uploaded on website.

Sd/-

R.K.Agrawal

(Dy. General Manager)

2. FORM OF TENDER

To,
The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office, Mumbai – 400051

Date:

Dear Sir,

Notice inviting tender – Supply, installation, testing & commissioning of EPABX System at NABARD, Head Office, Mumbai

1. Having examined the tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum 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 mentioned in the Price Bid; in all respects of the tender and with such materials as are provided for, in accordance with such conditions in so far as they may be applicable.

2. MEMORANDUM

Subject	Specification
Description of work	Notice inviting tender – Supply, installation, testing & commissioning of EPABX System at NABARD, Head Office, Mumbai
Location	“NABARD Head Office, B.K.C, 400051
Earnest Money Deposit	Rs. 2,26,000/-
Time allowed for completion of the work	The time of completion for the total project shall be 03 months from the 10 th date of issue of work order.
Defect Liability Period	3 years from the date of virtual completion.
Comprehensive Annual Maintenance Contract(CAMC)	4 years from the date of completion of Defect Liability Period.
Retention Money Deposit (RMD)	RMD @5% shall be deducted from the Running bill
Security Deposit	Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit (SD). The security deposit will be 5% of the total value of work executed in the form of remittance through NEFT/RTGS. 50% of the Security Deposit will be refunded after the expiry of defects liability period. The remaining SD will be paid after the completion of CAMC period. No interest will be paid on it.
Terms of payment for Installation	<ol style="list-style-type: none"> 1. No advance payment. 2. Running bills will be paid subject to minimum values of Rs. 20.00 Lakh per running bill. 60% payment will be on supply of items & 25% payment on installation and balance 15% on testing, commissioning, programming and handing over.



3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in 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 tender conditions.

Our Bankers are:

- i) Bank, Branch,, Mumbai
- ii) Bank, Branch,, Mumbai
- iii) Type of account: Savings / Current account
- iv) Bank Account No. :
- v) IFS code of Bank and branch :

The names of partners of our firm are:

- i)
- ii)
- iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney to sign the contract

(certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

3. PRE_QUALIFICATION CRITERIA

The contractor shall fulfil the following eligibility criteria for participating in the tender:

S.No.	Description
1.	The bidder should have experience of providing new PBX System (Installation cost) in the last 5 years as on 31.03.2024. Work Experience details, service provided to Government Departments /PSUs/Autonomous Bodies (set up by ministries /departments of Govt. of India) (Copies of Purchase Orders and completion certificates received) during each of the last five years should be enclosed / uploaded with clearly indicating the amounts of the contract/payment made to the bidder. Following documents should be submitted: 1. Copy of work order (s) /Contract document (s). 2. Completion Certificate (s) OR Copy of duly certified bill (s) / Invoice from client.
2.	Experience of having successfully completed Similar works during last 5 years (ending 31.03.2024) should be either of following: a. three similar completed works whose individual work value is costing not less than Rs. 28.00 lakhs. b. two similar completed works whose individual work value is costing not less than Rs. 36.00 Lakhs. c. one similar completed works whose individual work value is costing not less than Rs. 57.00 Lakhs. d. Definition of Similar Works: “Similar works” for the purpose of qualification: Providing New PBX system (Installation Cost).
3.	Proof for the presence of Office set-up in Mumbai, Maharashtra. The bidder should have direct support office in areas of municipal corporations of Mumbai Metropolitan Region (MMR). /Thane/Navi-Mumbai. Proof of address of office and the relevant work order/contract document.
4.	Minimum Average Annual Turnover of the bidder (For 3 years) - Rs. 22.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid)
5.	The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2024). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
6.	Valid MSE/Udyam Aadhar certificate against the Works if seeking exemption from EMD
7.	EMD amount of Rs. 2.26 lakh in case not seeking exemption.
8.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)
9.	Copy of GST Registration Certificates
10.	Copy of PAN Card
11.	Copies of Income Tax Return filed for last three financial years ending 31.03.2023
12.	Copies of Annual Turnover details in Rupees at for last three Financial Years ending 31.03.2023 including audited balance sheet and Profit & Loss Account.
13.	Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper at tenderer’s cost with Bank as per the format

	given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.
15.	Bidder or its OEM should have existing capability and infrastructure to provide technical support in India.
16.	Proposed OEMs should also have their own office in India.
17.	Bidder should have office in Mumbai Metropolitan Region. Documentary evidence must be uploaded.
18.	Bidder should have minimum quality certifications i.e. ISO 9001:2015.
19.	Bidder should not have been blacklisted / any criminal case registered by any State / Central Government Department or Central / State PSUs / Police or Globally during the last 3 years as on 31.03.2024.
20.	Bidder should submit OEM Authorization Certificate (MAF).
21.	The OEM should have ZED certification issued by MSME and QCI Authority of India.
22.	Proposed OEM should have Dedicated / Toll-Free Telephone No. for Service Support
23.	OEM Products should have ISO/IEC 20000-1:2018 Certificate, ISO/IEC 27001 2013 Certificate, ISO 9001:2015, FCC, RoHS, TEC (Telecommunication Engineering Centre) – DOT, GOI and should be TEC approved. TEC:60030:2016.
24.	Products also qualify as CLASS- I LOCAL SUPPLIER under PMA- Preferential Market Access and PPP MII Scheme of Govt. of India Dated. 04.06.2020 with desired Local Content as per Govt. norms
25.	Bidder's offer is liable to be rejected if they do not upload any of the certificates.
26.	Bidder / OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
27.	Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization/ Autonomous bodies for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
28.	The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, Type Test Certificate, Approval Certificates and other Certificates as prescribed in the Product Specification given in the bid document.
29.	Bid reserved for Make in India products only. (Minimum Local content required for MII compliance as per Department of Telecommunications, Government of India issued vide Notification No.: 18-10/ 2017 – IP dated 29th August 2018) and revised further.
30.	Data and Compliance Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents.



NABARD

31.	All the basic system, software, hardware & license should be from the same OEM.
32.	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT) of GOI) and revised further.
33.	Declaration regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.
	Note: Any false and/or inadequate information may result in rejection of the tender.

4. Scope of Work

Brief description of the proposed EPABX:

- i. NABARD Head Office building presently has a working TDM based EPABX with 1144 extensions capacity running with both analog & digital phones, ISDN PRI lines and analog trunk lines. The existing EPABX system is unable to satisfy the present telephony requirements of NABARD. The office also has an existing LAN network beside MPLS leased lines in place for data and Video Conferencing network connectivity between its offices.
- ii. NABARD intends to replace the existing TDM based EPABX in its Head Office building with an EPABX capable of running exclusively on TDM phones (analog & digital). Further, as per NABARD's future convenience, requirements and pace, the proposed new system must be able to support Analog/Digital/IP/ SIP phones and also a hybrid of IP/SIP & TDM phones, without requiring any changes or up-gradation to the system hardware and without requiring any additional hardware/ system.
- iii. In future, ultimately, NABARD may according to its convenience, requirements and pace, also consider scaling-up the proposed PABX system in a centralized single system architecture, to connect with its Regional Offices by using the already available MPLS data network. Hence, the proposed new system must be scalable without any additional hardware/system.
- iv. The work involves, supply, installation and commissioning along with Comprehensive Annual maintenance Contract. Since a working system is already in operation, hence, the new system will have to be installed with utmost care without disturbing the existing setup. The final commissioning will have to be done on a holiday so that the office functioning is not disturbed.
- v. A usable space of around 24 sq. ft. is available in the existing telephone room at the ground floor, within which the new system and its accessories will have to be installed.

The scope of work shall include the following:

- i. Supply, installation, testing & commissioning of EPABX System at NABARD, Head Office, Mumbai.
- ii. Post testing and Commissioning, 4 years of Comprehensive AMC after 3 years of DLP from the virtual completion.
- iii. Delivery of entire material to above location including packing, handling, transporting, clearing, loading/unloading at ports etc.
- iv. Installation, testing & commissioning of all the components/ equipment / accessories, etc. as per technical specifications, and handing over to the NABARD.
- v. Providing all-inclusive service including all spares, etc. during defect liability period and CAMC.
- vi. All engineering, equipment, labour and permits required to satisfactorily complete the work required by this Specification.
- vii. Existing wiring and cabling of present intercom system shall be used. New PBX system and phones shall be connection to existing wires and krone modules etc.
- viii. Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work.
- ix. Defect Liability Period shall be 3 years and CAMC shall be 4 years after completion of Defect Liability period.

Defect Liability Period (DLP):

The entire equipment/ system shall be covered under defect liability period of **3 years** starting from the date of issue of certificate of virtual completion for the work and defect which in the opinion of the Bank (NABARD) have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified.

During the said period of 3 years (DLP), the contractor (successful tenderer) shall make periodical inspection of the working of the entire system free of charge at least once in 30 days or earlier, if required, and attend to such other service that may be required of him.

The total Security Deposit @ 5% submitted by the successful tenderer shall originally be valid till end of DLP. The 50% security deposit will be released after the DLP is over and rest 50% shall be released after successfully completion of CAMC i.e., 4 years after completion of DLP.

Penalty for delay in service during defect liability period (DLP):

During the DLP, all care shall be taken so that the downtime of the system is kept minimum and, in any case, not more than the allowed time for attending to repairs. Any defects in any of the equipment shall be repaired **within 24 hours** from the time of reporting complaint in writing (complaints through SMS, e-mails, fax etc. shall also be treated as complaints in writing). Any defects in PBX, leading to complete breakdown of the system, shall be repaired within **12 working hours** from the time of reporting complaint in writing. Any defects/ problems associated with the software shall be attended to immediately, **but not later than 12 hours from the time of the problem being noticed/** reported. If the down time exceeds the above-mentioned period, penal recovery shall be made from the payments due to the contractor at the following rates:

1. 1-7 days excluding date of lodging of complaint: Rs. 500/= per day
2. From 8th day to 30 days: Rs. 750/= per day
3. More than 30 days: Rs. 1000/= per day
4. Non-functional server / software leading to system failure - @ Rs 2000/- per day or part thereof beyond the authorized maintenance period.
5. Penalty of 0.5% of the cost of the equipment will be charged every quarter if, the Preventive Maintenance is not done by tenderer. Penalty for Preventive Maintenance not done will not be charged for the quarter in which the machine has been delivered/ installed.

During breakdown of any equipment, without any delay Contractor shall arrange for providing a temporary equipment to keep the system functioning. However, extension of warranty/replacement of equipment will not be applicable if the breakdown is due to reasons not attributable to the tenderer. However, the onus of proving the same would be on the tenderer. If the system's defect is attributable to mishandling, negligence or operation by unauthorized staff, the tenderer will not be liable to repair the same under the contract. The tenderer under such circumstances shall charge extra for spare & service rendered. The penalty amount will be recovered from the Security Deposit lying with the Bank. Complaint(s) will be deemed to be resolved only on the availability of the Customer Call Report (CCR) signed by both the service engineer and Bank's authorized official, confirming that the complaint is resolved. Date and time of resolution of the complaint shall be indicated clearly.

Comprehensive Annual Maintenance Contract

1. 4 years from the date of completion of Defect Liability Period and the Defect Liability Period shall be 3 years from the date of Virtual Completion Certificate.
2. Initially work order will be issues only for execution of work. The work order for CAMC shall be issued subsequently.
3. DLP shall be 3 years and Comprehensive AMC shall be for 4 years. Maintaining and servicing the equipment during the defects liability period (warranty) and thereafter under comprehensive maintenance is part of the contract. The annual increase in CAMC amount beyond the 4 year period will be based on mutually decided by both the parties.

Other Points:

- a. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the

requirement of the local public authorities and any other Acts/Rules/Regulations and no deviation on any account will be permitted.

- b. The Contractor shall carry out all the work strictly in accordance with details, and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Bank, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- c. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must prepare the drawings as per request of clients, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Bank's decision in such cases shall be final and shall not be open to arbitration.
- d. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work or availability of site, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- e. The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- f. The successful tenderer must co-operate with other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
- g. The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hours/ Saturdays/Sundays/Bank's holidays.

Documentation:

The PBX system contractor, upon completion of all the activities, shall offer the system to the customer for acceptance. For this, the contractor shall provide the customer with the following documentation:

1. Copy of detailed report
2. Component and equipment list
3. Product description sheets
4. System design drawing(s)
6. System schematic diagram(s)
7. System operating manual
8. Original licensed copies of all the software (OS, DVMS, Video analytics, Antivirus, etc.)

Final acceptance and Handover-takeover:

Prior to final acceptance, the contractor shall provide complete operation and maintenance instruction manuals to the Bank along with all the above-mentioned documents. All aspects of system operation and maintenance shall be detailed, including wiring diagrams of all circuits, a written description of the system design, sequence of operation and drawing(s), illustrating control logic and equipment used in the system. Checklists and procedures for emergency situations, maintenance operations and procedures shall be included in the manual. **The Bank's Officer may test and inspect the functioning of various components.** In case of any observations from Bank's side, the same shall be conveyed to the contractor in writing and got attended to by the contractor to the satisfaction of the inspecting officials.

The entire system then shall be taken over by the Bank and the defect liability period shall start

from the same day.

Training:

The contractor shall provide the Bank with details of the training required by personnel to operate and maintain the EPABX system.

The Contractor and the customer shall jointly agree the number of staff to attend the training courses.

For all the active components/ equipment the OEMs shall provide a certificate, indicating the end of life and end of support in form of spares etc. The product selected should conform to the tender specified life period i.e. DLP and Comprehensive AMC. Further, all software provided for the above system, including operating system, client software etc. should be upgraded, if necessary, as and when a new update is released by the developer/ OEM at no extra cost during the tender specified life period of the above system.

5. GENERAL INSTRUCTION TO BIDDERS

1. Instructions to Bidder

Please note that pre-Contract Integrity pact is invariably to be submitted along with the part-I (Technical Bid) of the tender failing which the tender shall be rejected.

- The tenderers are advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
- The tenderer shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- Intending contractors are required to submit their profile by giving details in the enclosed Pro-forma about their organization, experience, professional personnel in their organization, competence, etc.

Pre-Bid Meeting

A pre-bid meeting of the intending tenderer will be held at **11:00 hrs. on the 06 June 2024** to clarify any points / doubts raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the points/ conditions/ specifications requiring clarifications shall be given in writing addressed to, The Chief General Manager, DPSP, NABARD HO, Mumbai on dpsp@nabard.org. These issues will be discussed and clarifications if any, will be published on NABARD website. Any such clarifications will form part of the tender. The tenderer are expected to get all the issues clarified during the above meeting and, should strictly desist from deviating from NABARD's tender conditions/specifications in their tender.

Submission of Tender

- a. Tenderer are advised to use only the forms issued by NABARD. However, if they desire to submit additional information, they may do so on their own letter head / paper. Each page of the forms shall be signed by the contractor. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer's signature.

b. Part I – Technical Bid

This part shall contain the covering letter, un-priced tender consisting of complete technical specification and commercial terms and conditions. Part I of the tender as submitted shall also contain the following: -

- EMD counter-foil OR required MSE certificate
- Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- List of deviations, if any, in commercial terms and conditions.

- List of deviations, if any, in technical specification.
- Any other technical information the tenderer wishes to furnish.
- Tenderer should also enclose authorizations letter from the manufacturer.
- Signed, sealed and stamped pre-bid pre-contract Integrity Pact on non-judicial stamp paper of Rs 200/- as per the proforma given in the tender document along with the Part-I of the tender failing which the tender will be summarily rejected.
- No extra work/facilities shall be provided by NABARD except those mentioned in the tender document.

c. Part II - Price Bid

- This part shall contain prices in Indian Rupees only as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered.
 - This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the tender to complete in all respect.
 - Bills to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II).
 - The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to NABARD.
- d. The tenderer should indicate in his tender the complete description of the working of the system/sub systems for which the tender is submitted with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications.
- e. The tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered.
- f. Tenderer shall supply all tools, plants, labour and consumables etc. as required for installation, testing and commissioning of the system as per tender.
- g. The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the system and handover the same to NABARD after completion of the work.
- h. The tenders (Part I) shall be accompanied by the leaflets/literatures and full specifications of the equipment's offered and the "Makes" of all the major components and accessories.
- i. During evaluation of technical Bid, NABARD representatives may visit the applicant's completed or on-going projects and contact his past clients for verification of information given by the applicant. On visiting the site if, committee finds quality of the work executed is not satisfactory, then it can lead to disqualification of the Contractor. Besides this, the documents submitted by the contractor, if found to be fraud/ manipulated/ false/amended, the contractor shall be blacklisted for a minimum period of 03 years for working in NABARD.**
- j. During the execution of work, the contractor must deploy qualified personnel and work experience certificate etc. should be attached for 5 years of experience in dealing similar works round the clock in order to supervise the work. Documentary proof for experience should also be submitted.
- k. The contractor should submit undertaking/affidavit duly notarized stating that his / their/her firm is not blacklisted in NABARD/ Govt. / semi Govt. institutions on Rs. 100/-stamp paper. The undertaking/affidavit should be of latest date and in original.
- l. The applicant should also produce original documents for verification if called for. Failure to attach requisite documents with application will**

render applicant not eligible for qualification of bid without any intimation.

- m. The duly filled application form shall be uploaded in [eProcurement System Government of India \(CPPP\)](#) after duly filled and signed on each page of tender. Incomplete tender liable to be rejected.
- n. Price bid shall be opened of only those contracting firm who are qualified in pre-qualification in response to the application received for this notice.
- o. Application containing false and/ or incomplete information is liable for rejection and consequences.
- p. The application must be submitted in the Pro-forma without editing the text whatsoever. Any Violation of this condition shall render the application invalid. **[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements II & III].**
- q. The tenders shall be signed by the person/persons on behalf of the Organization having necessary Authorization/Power of Attorney to do so. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).
- r. If the space in the Pro-forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the Pro-forma and serial number. Separate sheets shall be used for each part of application, if required.
- s. Tenders containing false and/or incomplete information are liable for rejection.
- t. While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement/completion value of **Rs. 28 Lakhs and above**. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
- u. The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD.
- v. The applicant must have successfully completed the work according to the eligibility criteria under pre-qualification criteria.
- w. In case L-1 bidder quotes abnormally low rates the bank may ask such bidder to submit the rate analysis of the item with justification. Failure to which, bid may be considered non-responsive and liable for rejection.
- x. Water & Electricity supply for work execution: The client may provide Water & Electricity. In case of non-availability of the same, contractor may arrangement the cost on its own. All the necessary arrangement for electricity points i.e. cable, switch etc. contractor shall provide same.
- y. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be uploaded in the e-tendering website.
- z. Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.
- aa. All the protocols / guidelines related to COVID– 19 or other matters fixed by the government are to be followed by the contractor at his own cost.

Drawings and Documents

- The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors, omissions and commissions in the drawing or particulars submitted by him even if these have been approved by NABARD. The drawings will be scrutinized by NABARD and returned to the tenderer within two weeks of receipt, duly approved or with observations.
- The successful tenderer on completion of the work shall furnish three sets of schematic diagram, physical layout drawings and maintenance manuals and a

detailed list of all the components, if required.

Packing and Dispatch

- The equipment shall be properly and securely packed for multiple handling and transportation by sea/ air / rail / road etc. All equipment/components shall be delivered on Duty Delivery Paid (DDP) basis at NABARD HO Building, Mumbai.

Taxes

- The prices quoted for supply of equipment shall be deemed to have included all taxes, custom duty, excise duty, GST or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labor, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation and third party liability etc. to commence from the 10 days after the date of Work Order from NABARD till the System is finally handed over to NABARD. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per laws, income tax and GST-TDS etc. will be deducted at source and a certificate for the same will be issued to the contractor.
- The tendered rates shall be firm and shall not be subject to any variations on account of fluctuations in the market rate or any other source.

Validity of Tender

- The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part II of tender, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period.

Language

- The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

Earnest Money, Initial Security Deposit and Retention Money Deposit

Earnest Money Deposit

- The Tender must be accompanied by Earnest Money in the form of Direct Deposit in the Bank through NEFT OR RTGS for Rs. 2.26 Lakhs as per NABARD's proforma towards Earnest Money deposit. Tender not accompanied by EMD OR Valid MSE registration certificate shall be rejected. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.

Initial Security Deposit

- The successful tenderer to whom the Contract is awarded shall deposit as initial security deposit of a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money Deposited by him. The successful tenderer shall pay Initial Security Deposit within fifteen days after receiving the letter of acceptance

of his tender. No interest shall be paid on this security deposit. The initial security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or noncompliance with the conditions of the Contract. The initial security deposit amount will be adjusted or included in the retention money as per sub-Clause herein below.

Retention Money Deposit

- Apart from the initial security deposit to be made by the Contractor as aforesaid, the retention money shall be deducted from running bills @ 5% of the gross value of bill amount after adjusting the initial security deposit and claimed in each running account bill. Provided that the total security deposit, the initial security deposit amount plus the retention amount shall put together not exceed 5% of the Contract price as determined after considering all variations as approved.
- On virtual completion of the job and on the Contractor's submitting to the Employer the "As Built Drawings", the Employer shall declare the job to be virtually complete and upon this an amount equivalent to 5% of the total contract amount shall be retained by the Employer till the end of the Defects Liability Period (3 years reckoned from the completion /handing over the installation to the Employer, whichever is later). All maintenance and repair costs during aforesaid Defects Liability Period of 3 years shall be borne by the Contractor.
- The 50% of retention money shall be released only upon expiry of the Defects Liability Period and on determination and settlement of the Contractor's Final Bill, whichever is later. Balance 50% of Retention money will be returned after the completion of CAMC Period of 4 years.
- If the Contractors do not carry out the rectification work during the Defects Liability Period, then the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of such repairs from the amount so retained.

Lowest Tender Not Necessarily to be Accepted

1. NABARD is not bound to accept any or all tenders or to assign any reason for non-acceptance.
2. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though NABARD may elect to modify/withdraw the tender.

Right to Accept Part Tender

NABARD reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

Evaluation of Tender

The tenders will be evaluated based on Total cost of ownership (TCO) which will include the capital cost quoted for the EPABX System and the rates quoted for Comprehensive Annual Maintenance Contract for a period of 4 years after the expiry of Three year Warranty Period (Defect Liability Period and operation cost i.e. deployment of service Engineer for a period of 7 years after issuing of Virtual Completion Certificate to Bidder, Payment terms for Service Maintenance contract will be as half yearly payment after satisfactory completion of the service

Signing of Contract Agreement

1. The General instructions to the tenderer and special conditions, herein before referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between NABARD and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
2. The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.
3. On receipt of intimation from NABARD of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within 14 days thereof, the successful tenderer shall sign an agreement in accordance with the articles of agreement. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.
4. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Contractor.

Inspection of materials/work at site

1. Before dispatching of equipment to the site, if required, the equipment may be inspected by NABARD's engineers / officials at the manufacturer's works and then cleared for shipment. The contractor at his own expense offer to the inspector all reasonable facilities as may be necessary for satisfying himself that the equipment is being or have been manufactured according to the specifications laid down in the tender. NABARD at its discretion may inspect the equipment at the manufacturer's works, before dispatch of the same to the site at NABARD, Head Office, Mumbai. However, all cost towards inspector's travelling, lodging, boarding if any would be borne by NABARD.
2. NABARD's officials shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by NABARD's officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to NABARD's officials a similar right.
3. The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.
4. NABARD's officials carrying out the inspection shall have the power to certify/ accept/ reject as follows:
 - a. Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.

- b. To reject any equipment or parts submitted as not being in accordance with the specification.
- c. To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d. To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

Consequence of rejection:

If the equipment or a part thereof, being rejected by NABARD's consultant / officials, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period NABARD shall be at liberty to:

- a. Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- b. Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of NABARD which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- c. Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of NABARD, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause applies as far as applicable.
- d. NABARD's decision as to rejection shall be final: - NABARD's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

Completion Period

1. Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work program in the form of Bar Chart/PERT which shall be approved by NABARD. The tenderer shall indicate the time schedule as per the broad items of work listed below.
2. The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 7th day of Work Order. Such chart shall include all activities like the date of supply of material at site, completion of work etc.,
3. NABARD will provide open space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD. The partitions/enclosure for lockable storage to be erected by the vendor at his cost and shall be

dismantled upon completion of work and all disposed materials to be stacked outside municipal limits by the contractor at his risk and cost.

Insurance

On or before the date of commencement of the contract, the contractor shall take all insurances at his cost covering all kinds of risks from the time the EPABX system equipment leaves the manufacturer's workshop till end of defect liability period of the EPABX system to NABARD, in the joint names of NABARD and the contractor (NABARD's name being first) and it shall take at least the following risk related policies:-Contractor's All Risk Policy at 1.25 times of the value of the contract. Workmen compensation policy for all the workmen of the contractor at site. Third party liability policy of Rs.30 lakhs in a year.

Note:

- These policies shall remain valid for all the time during the currency of the contract till the issuance of Virtual Completion Period. If these policies are not provided by the contractor, NABARD reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.
- The Contractor shall provide NABARD with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defect liability period.
- All insurance to be affected by the Contractor, and/or his sub-contractors, or nominated sub-contractors, if any, shall be taken only with any of the Nationalized Insurance Companies approved by NABARD.
- The Contractor has to Add-on covers under this policy, if at all they are not included under the original policy like:
- Clearing and removal of debris; Damage to surrounding property not forming part of the contract work. Maintenance visit / extended maintenance cover to cover accidental loss or damage whilst carrying out any rectification during maintenance period and / or any amount incurred for rectification of such original defects or faults during construction.

Warranty

The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 3 years from the date of commissioning and successful operation of the system which will be considered as virtual completion certificate for the work, which in the opinion of NABARD have arisen from bad workmanship or materials, shall upon intimation by NABARD, be made good by the Contractor at his own cost within the time specified. During the said period of 3 years, the contractor (successful tenderer) shall make periodical inspection of the working of the EPABX system free of charge at least once in three months or as per requirement if required and attend to the servicing of the various parts and such other service that may be required to keep the EPABX System in good operative condition all the time. The contractor shall be fully responsible for the warranty, in respect of proper design, quality and workmanship and warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty

period. Warranty shall not become void for use or non-use of EPABX System. The warranty period shall be 3 years from the date of handing over of the EPABX System to NABARD i.e., date of virtual completion.

Maintenance Service Contract

The contractor shall furnish an undertaking that they will provide spare support so that the various equipment supplied can be maintained satisfactorily for a minimum period of 4 years after defects liability period of 3 year. Charges towards commissioning and successful operation of the system which will be considered as Maintenance Service Contract will include all labour charges, material charges, supervisory charges etc. towards all equipment. During the maintenance service contract, the firm should arrange for routine maintenance and inspection on all equipment as mentioned above on bimonthly basis and submit a report to the Bank regarding the health of the equipment along with recommendation, if any. This service contract shall be renewed annually as per rates quoted in the tender.

The payment for CAMC shall be made on half yearly basis on rendering satisfactory service. Bank will not provide any assistance in the form of men/material during the currency of the guarantee and service contract. The tenderers will have to make their own arrangements for deputing a helper to skilled personal including all necessary tools for rectification of the defects reported/observed. This being an emergency system, any fault in the system shall be rectified as early as possible. **The firm should provide a resident engineer during office hours after the commissioning of the system daily to attend complaints and to train staff for a period of one month, during this period (DLP+CAMC) full check, servicing and cleaning of devices etc. shall be done and any breakdown call to be attended. The CAMC charges should be inclusive of repair/replacement of all spare parts/accessories, material, software, etc.**

Terms of Payment

The payment for the works to be executed under this contract shall be made as follows:

1. 60% of the quoted rate against delivery of materials at site against submission of the following items:
 - Manufacturer's Inspection and Test Certificates and proof of Invoice.
 - Delivery of material at site and after submission of a Certificate that all equipment for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition.
 - Policies of insurance covering all the risks during transit, storage.
 - Any other statutory documents such as excise duty, octroi etc., if required.
2. 25% of the quoted rate on completion of installation and testing.
3. 15% of the quoted rate on completion of Programming, commissioning and handing over of system to NABARD.
4. The Bank will recover 5% amount in every paid bill towards Retention Money Deposit.
5. No payment will be made without valid insurance policies.

Other Issues

- The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of Consultant/NABARD's officers. If in the opinion of Consultant/NABARD's Officers, nominal changes have to be made to suit the site condition and with the prior approval in writing of NABARD, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.



- The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD’s decision in such cases shall be final and shall not be open to arbitration.
- A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of NABARD.
- The rates quoted in the tender shall include all charges for watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all material etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of NABARD.
- The contractor 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 sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.
- The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
- The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hours beyond office hours / Saturdays / Sundays / NABARD’s holidays etc. so that normal working of office does not get affected.
- The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by NABARD.
- **Contract Agreement:** The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- **Confidentiality:** The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the written permission of NABARD.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

Signature of Witness with date
Address-----

Signature of tenderer with date
Address -----



6. SPECIAL INSTRUCTIONS TO BIDDERS

1. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the site and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
2. The rates quoted in the tender shall include all charges for SITC for any tools and plants, sheds for material, marking out and clearing of site etc. as mentioned in the specification. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. **Tenderers must include in their rates GST and any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable.** No claim in respect of GST or other tax duty or levy shall be entertained by the Employer.
3. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
4. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in relevant clause of the Conditions of Contract. The tenderer shall before commence work prepare a detailed work program and submit the same within 10 days from the award of work.
5. Tenders will be considered only from bonafide eligible contractors.
6. The Contractor 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 modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes 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.
7. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
8. The successful tenderer must co-operate 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 Employer.
9. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

10. CONTRACTOR'S LIABILITY AND INSURANCE:

From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane,

floods, inundation, riots excluding civil war, rebellion, revolution and insurrection) 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:

- a. 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 the issue of Virtual Completion Certificate.
- b. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, **for their full value provided under this contract, increased by 25% of the contract value** against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, The Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies before commencing the work at site. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer's choice in instalments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.
- c. If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.
- d. **The contractor shall indemnify and keep indemnified the Employer** against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.
- e. Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub- Contractor. For this purpose, an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

- f. The Contractor shall at all-time 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 or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.
- g. The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.
- h. If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- i. We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's pro forma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.
- j. **SCHEDULE OF QUANTITIES :**The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Bank and shall be considered to be approximate and no liability shall attach to the Bank's Officer for any error that may be discovered therein.
- k. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- l. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:** The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Employer, who shall decide which shall be followed, and their decision shall be final and binding on all parties. The Contractors will supply, fix and maintain at his cost during the execution of any works, all the necessary centering, staging, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall pull down and remove any or all such materials , after completing his work as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Consultant / Employer.
- m. **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:** The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting of other Companies or

Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Bank's Officer written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, Regulations or By-laws in question. The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, Regulations of By-laws to be given to any Authority by the Bank's Engineer and pay to such Authority, or to any Public Officer, all fees that may be properly chargeable in respect of the works and lodge the receipts with the Bank's Engineer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Bank's Engineer, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

- n. **MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:** All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank's Officer and NABARD's instructions and the Contractor shall upon the request of the Bank's Officer furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Officer and NABARD may require. The Specifications shall wherever not mention in the tender be taken in accordance with the latest CPWD Specifications and its latest revision or BIS, if any. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's Officer and NABARD shall decide whether the same is unobtainable in fact. If the Bank's Officer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.
- o. **SETTING OUT :** The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Bank's Officer and NABARD. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon, to the satisfaction of the Bank's Officer and NABARD. The Bank's Officer and/or his representatives shall from time to time inspect the work, but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.
- p. **CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS:** The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank's Officer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Bank's Officer, or his representative whenever required if demanded by Bank's Engineer. The Contractor shall maintain and be represented on site by qualified licensed Electrical Engineer, as a site supervisor, having minimum experience of 5 years in the said field, at all times while the work is in progress, details of the Site Supervisor must be shared prior commencement of the work. The site Supervisor must thoroughly understand all the traces entailed and be constantly in attendance, while the men are at work. Any directions, explanations, instructions or notices given by the Bank's Officer to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer should be able to read, write and speak English.
- q. **DISMISSAL OF WORKMEN:** The Contractor shall on the request of the Bank's Officer immediately dismiss from the works any person Employed there-on who may, in the opinion of the Consultant / Bank's Engineer, be unsuitable or incompetent or who may misconduct himself

and such person shall not again be employed or allowed on the works without the permission of the Bank's Officer.

- r. **ACCESS TO WORKS:** The Bank's Officer and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, factories or other places where materials are being prepared or fabricated for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank's Officer and the Employer and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank's Officer or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place other than the site of the works, the Contractor shall obtain the written permission of the Bank's Officer for doing so.
- s. **MEASUREMENT OF WORKS :** The Bank's Officer may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified personnel to assist the Bank's Officer or their representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurements taken by the Bank's Officer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the annexed general specifications. The measurement shall wherever not mention in the tender be taken in accordance with the Indian Standard of "Method of Measurement, if any". The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.
- t. **PRICES FOR EXTRAS ETC. ASCERTAINMENT OF:** Should it be found after the completion of the works from measurements taken in accordance with the previous paragraph that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced Schedule of Quantities and/or that any variation is made, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:-
- i. The net rates or prices in the original Tender shall determine the valuation of the extra work where extra work is of a similar character and executed under similar conditions as the work priced therein.
 - ii. The net rates or prices in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (iii) hereof.
 - iii. Where the extra works are not of similar character and/or not executed under similar condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount any omission or additions relative to the amount of the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Bank's Engineer, the net rate or price contain in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Officer shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent towards contractor's overhead and profits, which shall be final and binding on the contractor. The rate analysis to be approved by the Bank before finalization of such rates. No escalation shall be entertained on the extra or deviated items.
- u. **REMOVAL OF DEFECTIVE WORK AND MATERIALS:** The Bank's Officer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Bank's Engineer are not in accordance with the specifications or the instructions of the Bank's Officer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by the Bank's Officer from any money due or that may become due to the Contractor. If the

correcting works are not done in accordance with the contract, the Bank's Officer in consultation with the Bank's Officer may allow such work to remain and, in that case, may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.

- v. **DEFECTS AFTER COMPLETION:** Any defect may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated, then for a period of three years after the Virtual Completion of the work and responsibility for making good at their own cost of the latent/patent imperfections or defect becoming apparent during this period arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Bank's Officer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Bank's Officer Certificate in writing from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such works, and in the event the amount retained (Certificate and Payments) being insufficient, recover the balance from the Contractor.
- w. **DELAY AND EXTENSION OF TIME:** If in the opinion of the Bank's Officer, the works be delayed.
- i. by force majeure or
 - ii. by reason of any exceptionally inclement weather or
 - iii. by reason of proceedings taken or threatened by the dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or
 - iv. by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer or the Bank's Officer and not referred to in the Schedule of Quantities and/or Specifications or
 - v. by reason of Bank's Officer instructions, or
 - vi. by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
 - vii. in consequence of the Contractor not having in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing, ahead of time, giving the Bank's Engineer reasonable time to prepare such instructions, the Bank's Officer shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Officer to proceed with the work.
 - viii. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works.
- y. **Keeping Site Clean:** The contractor shall at all times keep the Site clean and shall dispose of all rubbish and offensive material in a manner approved by the Employer.
- z. **Avoidance of Nuisance**
1. The Contractor shall take all necessary precautions in reducing noise of plant by means of mufflers, silencers, screens, etc.
 2. Work liable to create dust shall be well wetted before being executed.
 3. The work shall be carried out strictly in accordance with the time schedule and other

instructions given by the Employer taking care to cause minimum amount of noise, dust and another nuisance at the site.

aa. Mobilization Advance

No advance payment shall be made.

bb. Terms of Payment

1. No advance payment.
2. Running bills will be paid subject to minimum values of Rs. 20 Lakh per running bill. 60% payment will be on supply & 25% payment on installations and balance 15% on testing, commissioning, programming and handing over, subject to retaining 5% under Retention Money Deposit.
3. Final bill shall be released after complete measurement along with issuance of VCC by the Bank and approved by the Bank, after obtaining approvals / certification from bank's authorities as required for usage of the system and after issue of VCC.
4. The Bidder has to submit the RMD of 5 % of the work order.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

(SEAL & SIGNATURE OF THE TENDERER)
ADDRESS:

Place:
DATE:

7. Technical Specifications: EPABX System

EPABX : The following is the minimum specification. NABARD is open to consider any product that meets or exceed this specification. In submission the bidder must complete the compliance schedule and indicate that they meet or exceed each requirement. Offered make and model in compliance sheet must meet with Technical specifications. **Bidders are advised to indicate in the table below, the makes and model of the various items being offered. If offered make and model by the bidder does not meets the minimum requirement/compatibility. Then, Technical bid liable to be rejected:** Check List for technical specifications of the EPABX System. All the tenderers are requested to fill and submit the compliance and submit the same along with Part – I Technical Bid

Detailed Technical Specifications for PABX based Communication System				
S.No.	1500 port Communication System Capabilities/Architecture:	Offered make and Model by the Bidder	Compliance confirmed by Vendor(Yes/No)	Remarks
1.	The 1500 port PABX communication system should be configured for: a. 1200 nos. of analog extension b. 90 nos. of Digital extension nos. of E1 copper c. 3 NOS. PRI Card d. VoIP card with channel License for at-least 90 nos. IP connection. e. 1 nos. of Operator Console with 80 keys DSS f. 90 numbers of Digital Phones g. Redundancy for Power Supply card h. 48V FCBC Power Supply with Batteries i. 1200 nos. Analog Caller ID Phones j. 120 nos. 10 Pair Krone Modules k. 2500 mtr. Red and White Jumper Wire l. Installation Testing and Programming Charges m. 50 nos. nos. IP phone with necessary PoE and Network switches with required nos. of Racks			
2	The communication system should be the latest state of art new generation SIP based for converged IP telephony deployment. The communication system should have a 32/64 Bit RISC processor.			

3	The Communication System should be scalable, distributable and modular and the operating system shall be LINUX based. System shall employ IP at its core with IP switching technology and 100% non- blocking			
4	The communication system should have VOIP and Voice mail server at its core .i.e. VOIP and Voice mail server should not consume any slot in the system.			
5	System shall be converged communication with ability to run TDM and IP on the same platform, it should support Analog, Digital, IP Telephones, mobile smart clients, PC UC clients & SIP based video desk phones.			
6	The communication System should be built on a universal slot architecture and modular in design to enable seamless growth, by adding the desired necessary cards as and when required. Any peripheral card can be inserted in any slot of the platform, whereby it is possible to increase or decrease the interface of the system as per the requirement in future as per mentioned maximum requirement.			
7	The architecture of the System shall be capable of seamless migration to its maximum capacity by simply adding peripherals cards in the same chassis without compromising function/features of the system. The architecture should be non-stackable eliminating individual power supply for each chassis			

8	The system should support hot redundancy in Active: Standby mode. I.e. If one Control card fails the second control card will take the complete load of the calls automatically without any manual intervention & without dropping any existing calls (IP, TDM & PRI).			
9	There should be no restriction on the number of endpoints being backed up in case of call manager card/control card failure.			
10	The redundant CPU should be separate Hardware not sharing elements like Hard drives, RAM, etc. to avoid a single point of Failure			
11	All the peripheral cards should be hot-swappable. i.e., it should be possible to replace a peripheral card while system power is on			
12	The communication system should have distributed architecture using single box or multiple boxes. All the entities in the network shall be configurable from any location. It should be possible to provide Voice mail and UC features to all the users of the solution.			
13	The communication system should support 99.99% uptime of internal and external communications with no single point of failure. It should allow the addition of new applications and new sites with lot of ease.			
14	The System must be fully redundant which should offer 100% duplication of Power Supply and Control card. The System should provide duplication for power supply as well as for Control Cards configured in Hot Standby Mode. In the event of failure of primary power supply or control Card, the standby set should automatically and transparently take			

	over, without any disruption of services or disconnection of ongoing calls. It should be possible to remove the power supply or control card in Power on condition for maintenance without affecting functioning of the system.		
15	The communication system shall have multiple port interfaces such as analog extension lines, digital key phone, IP Extension, C.O. Line, GSM/3G/4G, E & M Line, PRI/E1 and VoIP. All interfaces shall be in the form of expansion cards and can be plugged into the universal slots of the system as and when require in the future. VoIP and Voice mail server should not consume any universal slot.		
16	It should be possible to reach the maximum capacity of system up to 1000 extensions, 20 PRI and 100 digital extensions, 100 CO lines, 90 SIP trunks, 1500 IP extension, 15 radio ports & 30 E&M and 60 GSM/3G/4G VoLTE trunk on the same platform without adding any cabinet and with single power supply.		
17	The communication system must build up high reliable software architecture running on the Linux operating system.		
18	The offered communication system should provide communications solutions over IP, no restriction should evolve in terms of quality of service, reliability and security		
19	The communication system should support networking of two or more communication system over IP infrastructure		
20	The system must be suitable with adequate interfaces to provide control of communication process		

21	Support of different standard concerning the connection of voice terminals			
22	The System must support the DID/DOD facility			
23	Provision of different solution to support availability of voice services			
24	Provide open interfaces and standard protocols for current and future applications			
25	Enable networking of system via TDM and IP infrastructure.			
26	Support of session initiation Protocol (SIP) to provide interface connection to ITSP and service providers			
27	Support 64 port Voice mail server, Voice mail server shall support features like call queuing, multi-language support, multiple MOH			
28	The system shall provide IP functionality at its core to support SIP/IP extensions and trunks over SIP protocol. It should be possible to support SIP Trunks and SIP/IP Extension with the single SIP server			
29	The system shall support in-skin voice mail server on CPU with 2000 hours of storage capacity and dedicated mailbox for each extension.			
30	It should have built-in multi-party conferencing. It should have a minimum 15 conferences possible of 3-party. The maximum number of participants required in a single conference would be 20 or better.			

31	The system should have inbuilt Power failure transfer functionality on the card. No external devices for Power failure required.			
32	The system shall have the inbuilt auto attendant facility and shall be able to answer minimum 9 or better calls simultaneously and should support dial- by-name.			
33	The system should be Pure DC power operable (48V DC) through FCBC			
34	It shall have be IPV6 enabled from day one without any license			
35	It shall support Mobile and PC Apps (Own Developed) for mobile/PC as extensions. – With Features like click to call, auto Sign in, screen sharing etc.			
36	Unified Communication platform built in especially with E-mail to SMS, Voicemail to E-mail, Bulk SMS, and SMS on no reply and Computer Telephony Integration etc.			
37	It shall support IVRS, Voice Mail & Conversation Recording up to 2000 Hours and unlimited recording in network drive option			
38	It shall have Gateways of same OEM proving tight integration between server and gateway			
39	System shall support E1 over OFC; E1 on fiber can be directly connected to the E1FO port of IP PBX without any media convertor.			
40	It shall support Splitting of E1 into voice and data both using Data card.			

41	Voice message broadcasting should be supported and it shall support recording of message from telephone for broadcasting.			
42	Voice Message shall be broadcasted on the mobile number of the users and also to the users of the networked systems.			
43	It shall also Support different AC impedances on the CO line to tune to any CO line for best speech performance. It shall support automatic testing of CO line for AC impedance matching			
44	It shall support unanswered calls made to external caller return back to original Caller.			
45	System should force the administrator to change password on first login and every 90 days for enhanced security of the system configuration.			
46	It shall also Call Back on Missed calls on the trunk line. system should automatically call external caller on received missed call on trunk lines.			
47	It shall support Bulk SMS up to 1000 contacts for sending emergency meeting invite using GSM SIM inserted in IP PBX			
48	It shall auto changeover Hot Standby support on both PSU and CPU			
49	System shall have Fully Universal Slots architecture, where any cards can be plugged in any slots.			
50	It should be a Fully Hot Swappable System, where we can insert or pull out any card randomly when the system is in working condition.			

51	It should be Single Chassis and Single power solution till 1000 TDM and 1500 IP Ports.			
52	It shall also support In skin GSM SIM connectivity with 4G Volte support			
53	It should support in skin Radio Interface.			
B.	<u>Interface Connectivity:</u>			
3.1	IP Trunk:			
	<ol style="list-style-type: none"> 1. The system should support VoIP solutions as an integral part of the system. 2. The VoIP media gateway should not consume any universal slot. Universal slots should be usable for TDM port expansion. VoIP should be implemented by plug and play daughter board on server card 3. Support of minimum 90 SIP trunk from Day 1, SIP trunk should be License free. 4. System should have capability to support Video call Over IP 5. The system must support the following features of IP telephony: Dynamic DNS, Registrar Server, Proxy Server, Presence Server, NAT and STUN, voice codec G.711u, G.711a, G.723, G.729, GSM, iLBC. 6. Only trusted IP address should be allowed for calling via Peer-to-Peer trunk. 7. Digest authentication shall be supported on peer-to-peer SIP trunk. 8. At least 500 IP addresses should be allowed in the Trusted IP List. 			

3.2	CO Trunk:	<u>Compliance confirmed by Vendor(yes/No)</u>	<u>Remarks</u>
	<ol style="list-style-type: none"> 1. System should have in skin CO card with 8/16 co ports 2. CO card should have power fail transfer facility, min 2 nos. of CO ports shall have power fail transfer features and should function even if the system in Power off state. 3. 1200 ohm or better loop resistance 4. Loop start or ground start signaling 5. The CO trunk card so offered should extend CLI from DOT junction on to Analog Telephones, Digital Telephones and IP Telephones. 6. Should accept/extend CLIP features (FSK V.23, FSK Bell core 202 & DTMF) 7. Should support impedance matching. 8. Power failure transfer capability should be supported on card without addition of any external device. <p>Support of AC impedance test for clear, audible and Echo free speech over CO trunk.</p>		
3.3	ISDN E1/PRI Trunk:	<u>Compliance confirmed by Vendor(yes/No)</u>	<u>Remarks</u>
	<ol style="list-style-type: none"> 1. System shall have a Single port/dual port E1/PRI card. 2. System should support a PRI port on a single card with fiber E1 and copper E1 termination. 3. The system shall have an ISDN Digital platform and shall be 		

	<p>compatible with ISDN PRI line of Local Service Provider, system should support networking over PRI with fiber optic connectivity. External media converter should not be required.</p> <p>4. The offered exchange should be an ISDN ready switch. The system platform should always be ready for ISDN and only the necessary in skin ISDN cards need to be added for functionality.</p> <p>5. The offered system should be QSIG compliant (for PRI) for networking and Feature Transparency between two or more Systems.</p> <p>6. System shall support bifurcation of E1 channels for voice and data.</p> <p>7. The offered system shall support configurable E1 CAS Cards.</p> <p>8. It should be possible to terminate the fiber patch cord for connecting 2MB on any of the E1 ports.</p> <p>9. Should support DTMF, MFCR2 and QSIG standard of interoperability between two exchanges.</p>			
3.3.1	QSIG Features:		Compliance confirmed by Vendor(Yes/No)	Remarks
	<p>System Network support (Main exchange and Satellite exchanges) should support international telephone standard like QSIG for interoperability between two exchanges.</p> <p>QSIG-BC-SS.</p> <p>Heterogeneous, open numbering plan. Calling/Connected Line Identification Presentation and Restriction.</p> <p>Calling/Connected Name</p>			

	<p>Identification Presentation and Restriction.</p> <p>Call Forwarding Unconditional, Busy, No Reply, Call Transfer.</p> <p>Call Completion to Busy Subscriber, on No Reply, call Offer.</p> <p>System should have options to network over IP and ISDN technologies.</p> <p>System must support the following external telephony interface signaling.</p>			
3.4	GSM trunk:		<u>Compliance confirmed by Vendor</u>	<u>Remarks</u>
	<p>System shall have in skin GSM card with min 8 port.</p> <p>It shall support 2G/3G/4G Volte types of GSM network.</p> <p>The system should have an in-skin GSM card so that the multiple SIMs can be inserted on the GSM card plugged onto the PBX platform. Hence, the calls on GSM mobile can be routed through these SIMs and contribute to reduction of overall telecom bill.</p> <p>GSM trunk should not be provided through external device or GSM gateway/FCT.</p> <p>GSM trunk supports SMPP protocol to send/receive SMS using in-skin GSM SIMs within System. Any software required to send/receive SMS shall also be quoted separately.</p>			
	Provision SMS to Email and Email to SMS , SMS on no reply Feature without use of any additional software			
3.5	Radio Interface:		<u>Compliance confirmed by Vendor</u>	<u>Remarks</u>
	It should have a minimum 4 radio interface port per card, and a maximum 16 ports should be supported.			

<p>System shall support a skin radio card with HF/VHF/UHF radio integration support on the same single card.</p> <p>Incoming call detection on Radio call shall be on single PTT/Multiple PTT</p> <p>Radio card shall support two-way radio functionality in half-duplex mode.</p> <p>Card shall be universal and can be inserted in any universal slot</p> <p>Port of card should be universal for all type of Radio HF/VHF/UHF. Any type of Radio should be connected to any port of card.</p> <p>Card shall support communication between different frequency Radio like HF to VHF, HF to UHF, UHF to VHF and vice versa.</p> <p>It should be possible to assign an extension number to the radio port</p>			
<p>Integration should be in such a way that Radio user should have facility to communicate with Exchange user by pressing PTT button or by directly dial user extension number or Radio user can directly dial external number via trunk lines connected to exchange</p> <p>It should support radio net to radio net auto disconnection on silence</p> <p>It should support DTMF detection and generation</p> <p>PTT activation should be on speech detected or by pressing access code</p>			
<p>It should support calling between Radios to IP Trunk.</p> <p>Conference call should work between Radio user, IP trunk, IP user, analog telephone, Digital Telephone and PSTN network</p>			

	The offered System should have programmable parameters of Radio port individually for VAD Threshold level, timer to activate/deactivate PTT, Radio incoming call with single PTT/Multiple PTT, gain levels and other related parameters.		
3.6	E&M Trunks:	Compliance confirmed by Vendor	Remarks
	<p>The E&M Trunk Card shall provide at least 4/8 Ports per Card. The E&M card shall be available for interfacing either 4 wire E&M or 6 Wire E&M</p> <p>E&M signaling TYPE IV & TYPE V (Should support E (RON) / M (TRON) in 2- or 4-wire circuits Protocol Selection The choice of protocol should be selectable by hardware or by software.</p> <p>Provision of Immediate, Seizure pulse, Express trunk seizure types. Should support pulse as well as tone dialing.</p>		
4	Subscriber Cards:	Compliance confirmed by Vendor	Remarks
4.1	Analog Subscriber:		
	System shall support subscriber line card with 8/16/24/32 ports Single subscriber line card should support 32 subscriber port Each Port to support CLIP Feature both DTMF and FSK. The presentation of CLIP should be card dependent and should not be dependent on Central Resources. Should be work on copper 0.5 mm cable without degradation of service up to a minimum distance of 8 Kms. The loop resistance of the subscriber card should be at least		

	1800(inclusive of the phone resistance) ohms or more		
4.2	Digital Subscriber:		
	System shall support a digital port card with 8/16/32 ports. It shall also support special card for digital port card with Digital phone connectivity up to 1 km. Each Port supports the CLIP feature for both DTMF and FSK. There should be no compulsion of using different hardware for DTMF or FSK CLIP. All the ports should support both DTMF and FSK CLIP. Should be work on copper 0.5 mm cable without degradation of service up to a minimum distance of 500 meter or more. Should have capacity to receive 10 or more calls simultaneously.		
4.3	IP Subscriber:	<u>Compliance confirmed by Vendor</u>	<u>Remarks</u>
	The communication system should support all known 3 rd party SIP phones IP Subscriber should be able to register any IP hard Phone/softphone over the entire network Varied type of open SIP IP Terminals such as IP Phone, SIP softphone and Mobile SIP Client shall be supported. System shall also support an application for Android and iPhone so that the enterprise mobility can be extended for the Smartphone users. Supplied IP Phones and PC based soft phones should be of the same manufacturer IP phone operational functionality should be same as Digital Extension of PBX System should have capability to support Video call Over IP		

5.	<u>System Security:</u>		<u>Compliance confirmed by Vendor</u>	<u>Remarks</u>
	<p>The system must incorporate advance security features like real time medial encryption. System should have a facility to disable Telnet and FTP server access to have maximum security. Support of SIP over TLS and SRTP without any licenses. It should be IPv6 ready from first day System SIP trunk must accept traffic from trusted IP source and it must support digest authentication for security of SIP traffic. System should block GUI access after certain unsuccessful attempts of login. Also it should support Password Ageing. SMS and Email notification should be sent of all Activity and Fault logs to predefined minimum two mobile numbers and two Email respectively.</p>			
	<p>Operating System used by the communication system must not use or natively support network resource sharing services such as NFS, samba, LPR etc.</p> <p>Password and access control must include at least: -</p> <ol style="list-style-type: none"> i. Shadow Passwords to prevent the possibility of an aggressor to easily read or deduce system or account access passwords. ii. Password Aging with configurable time periods. iii. Usage of MD5 algorithm (or stronger) for password encryption. <p>Internal OS controls for remote point of access restriction and service availability. (i.e. TCP Wrappers and Trusted Hosts) IP Phones should not support direct,</p>			

	<p>external initiated, connections via HTTP, telnet, FTP, TFTP or any other protocol as means to prevent distributed Denial of Service attack exploitation. IP Phones must support 802.1x (EAP- MD5 or better) for authentication and access control to the network, this mechanism must allow the user to be connected to the system once he has passed the authentication process; not before System should have options to configure voice VLAN number, allowing for the separation of voice and data traffic. Administration users connecting directly to the Call Server (console) shall be authenticated. All management traffic between a remote console/session and the system must be encrypted. (HTTPS for web sessions etc.) The management platform must provide Role Based Account Management to define different levels of administrator access depending on specific function responsibility.</p>			
6.	<p>Software Up gradation, Maintenance & Management:</p>		<p><u>Compliance confirmed by Vendor</u></p>	<p><u>Remarks</u></p>
	<p>Web based GUI for maintenance, administration and configuration. Dedicated programming terminal should not be required. System should support remote configuration Over WAN or any computer in LAN System should support up gradation with direct GUI upload and there must minimum breakdown while up gradation of system. The system can be programmed through Ethernet directly with online GUI without any external devices or modem. The system shall have a built-in</p>			

<p>remote maintenance facility. The system can be programmed remotely over the internet without any modem required on the System side</p> <p>System should maintain logs of all faults occurred.</p> <p>Provision of notifying system admin by sending SMS on specific mobile number and by sending email on specific email Id.</p> <p>Reports of faults/activity should be available through GUI in Printable format</p> <p>System should have buffer of storing minimum 500 faults/error logs</p> <p>System Fault logs should be available in online/offline mode</p> <p>Fault log notification on operator console.</p> <p>SNMP support for warning messages traps, Errors must be sent to SNMP server with any SNMP v1, v2 & v3 protocols.</p> <p>System should have notification of all alarms, logs to be saved in the system.</p> <p>System shall support notification of faults over SMS.</p>			
<p>System must allow simultaneous GUI login from with 3 levels of access</p> <p>Management platform must provide a single graphical client (Graphical User Interface (GUI))</p> <p>Management platform must provide web access allowing the administrator to manage the system to use any PC with an internet browser.</p> <p>Configuration and Programming of services, users, categories and all system parameters and features. This must provide management in local or remote</p>			

<p>environments of a single system or a network. The network manager will be able to configure all locations users</p> <p>Fault and error log notification availability on NMS software</p> <p>Generate reports about faults and errors in PDF format</p> <p>Access to exchange directory should be available through system GUI.it should be possible to Export/import Exchange directory in excel, csv format.</p> <p>Integrated Directory. It shall be possible to provide display equipped voice terminals with access to system directory on digital and IP phones.</p> <p>System shall have the provision of automatically identifying and isolating faulty trunks. This should be done on a daily basis automatically or invoked by the System administrator and results output on the Maintenance terminal.</p> <p>It should relieve the user from remembering lengthy procedure and formats for data changes and shall use simple English commands.</p> <p>It should have options to record voice help message that can be available to all users by dialing voice help code</p> <p>The administration should be secured by way of password protection. It should be possible to have different layers of password.</p> <p>The system management terminal shall be capable of adding/modifying hardware/software at main location and remote Location from main location only</p>			
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	<p>System usage: The usage display should enable users to view the results of running calls.</p> <p>Performance/status/information. The software, through real time monitoring should be able to provide the status of extension and trunks to the EPABX performance at any time on request basis through screen displays</p> <p>Fault Detection/Alarm: The software should constantly monitor the exchange performance and report/generate suitable alarms during any failures to indicate/localize the faults besides keeping the error-logs for various hardware failures detected.</p>			
7.	<p><u>Certification and Environmental Specification:</u></p>			
	<p>The offered system shall be compatible with tropical climate prevalent in India.</p> <p>The system should be able to operate in relative humidity of 0-95%</p> <p>System should be Fully operational between Temperature 0°C to +45°C and storage temperature should be -20°C to +70°C</p> <p>Valid TEC certificate should be available for proposed model System should be certified for EMI/EMC, CE, RoHS and FCC 15 B.</p>			
8.	<p><u>System Features:</u></p>			
	<p>Mobility: System shall support UC client application for Android/IOS and windows platform for extension mobility on smartphones and computers. It shall have features like Outlook Integration, BLF, Drag and Drop Conference and other Telephony Features.</p>			

	System shall support in-skin GSM card with Features like RCOC (Return Call to Original Caller), SIM Balance Check, BHCC selection, SMS notification on faults etc.			
	System shall support SMS to Email and Email to SMS Feature without use of any additional software.			
	System shall support SMS on NO reply.			
	<u>Call Routing:</u> It shall support direct call routing of Trunk-to-Trunk call without intervention of Operator, Least cost routing, alternate number translation, Strip digit etc.			
	Voice Message to be broadcasted can be recorded from telephone. It should not mandate recording the broadcast message on a PC.			
	Voice Message can be broadcasted on the mobile number of the users and also to the users of the networked systems.			
	Support 16 different AC impedances on the CO line to tune to any CO line for best speech performance.			
	Last 250 unanswered calls made to external caller return back to the original Caller.			
	System forces the administrator to change password on first login and every 90 days for enhanced security of the system configuration.			
	Call Back on Missed call.			
	Bulk SMS up for sending emergency meeting invites			
	<u>Conferencing and built in Auto attendant:</u> It shall support built in dial in and ad-hoc conference.			

	Conferencing feature should be available from day 1 and it should be license free.			
	It should have built-in multi-party conferencing. It should have a minimum 15 conferences possible of 3-party. The maximum number of participants required in single conference would be 21 minimum			
	Voice guided auto-attendant shall be preferably built- in.			
	The system shall have the inbuilt auto attendant facility and shall be able to answer minimum 9 calls simultaneously and should support dial-by-name			
	Call billing: Detailed reports of all system parameters should be generated through the CDR port of the System. External third-party Billing software shall not be required for basic report generation.			
	Reports shall be directly saved in PDF format. Facility of online and scheduled report also should be available.			
	<p>Call Accounting Data Export: The Call Accounting Data Export feature should enable users to export information on station maintenance terminal.</p> <p>Accounting of all calls generated by the users including cost, date, hour. Must provide different options to group the monitoring of the calls (extension number, trunk). EPABX system should have optimum storage buffer call details in case of Call billing system/ management system failed Import/Export Capability. This should include easy graphical exporting and importing of directory numbers.</p>			

	The call ringing sequence would be programmable and have options such as simultaneous, hunting off, round robin and delayed simultaneous.			
	System features shall have class of service, night service, conference, auto diagnostic etc. Class of service shall be unrestricted, STD restricted and semi restricted or customized.			
	Scheduling Features: The scheduling capability should enable users to specify a features to run at a specific time zone like call forward, schedule conference, scheduled message wait notification and scheduled call detailer report printing			
	SNTP client should be inbuilt in System.			
	The system shall have features as CLI based routing, call duration control, least cost routing i.e. time, number or combination of both.			
	Extension features shall have an extension-to-extension call, extension to central office, extension to operator, automatic call back, call transfer, call forward, follow me, executive/secretary, do not disturb, barge-in, raid, Boss ring, Priority, emergency reporting etc.			
	Operator features shall have the assistance to extension, attended call transfer, call intercept, indication of call waiting, night service control etc.			
	Boss-Secretary Features should work between identified extension and incoming calls of the selected call type of bass extension will be automatically forwarded to secretary extension.			
	The system shall have a built-in remote maintenance facility. The system can be programmed remotely over the internet without any modem required on the PBX side.			

	The call ringing sequence would be programmable and have options such as simultaneous, hunting off, round robin and delayed simultaneous.			
	Caller line identification (CLI) on Analog and digital/PRI trunks shall be built-in for both DTMF and FSK telephone instrument.			
	Each port of the system shall be programmable. It shall have programmable features port-wise/extension-wise.			
	The system shall support flexible numbering for extensions such as it may have extensions with 1 digit, 2 digits and up to 6 digits numbers as well as in combination of all.			
	Access codes, system timers and access to features shall be programmable.			
	Voice guided auto-attendant shall be preferably built- in.			
	System should support dial from the directory. There shall be minimum 2900 numbers possible and shall also be possible to dial it as an abbreviated number.			
	Features given to an extension shall be accessed from any other extension by dialing the secret codes.			
	System features shall have class of service, night service, conference, auto diagnostic etc. Class of service shall be unrestricted. STD restricted and semi restricted			
	System shall support 128 Voice mail extensions over QSIG			
	Assistance beep feature support while operator is on conversation,			
9.	<u>Specification of Operator Console:</u>			

	<ol style="list-style-type: none"> 1. Graphical LCD with Backlit 2. LED for Incoming/Ongoing Call, Mute, Hold 3. 80 memory/speed dial keys 4. Should be able to use server integrated directory 5. Backlight display panel 6. LED for Incoming/Ongoing Call, Mute, Hold 7. Should be able to attach a headset to the operator console 8. Intuitive User Interface with Icons 9. Multiple Languages Caller ID with Name, Number 10. 45 or more keys including 4 Context Sensitive Hard Keys 11. RJ9 Handset Port, RJ9 Headset Port 12. 3.5 mm Headset Port 13. Installation: Wall Mount, Table-top, 14. CE, FCC. RoHS certified 15. Mute, Call Hold, Do Not Disturb, Speed Dial, Hotline 16. Redial, Call Back, Auto Answer, Call Forward, Call Waiting, Call Transfer 17. Room Monitoring, Conference, Directory, Call Logs, Dial-by-Name <p>Message wait Lamp, Ringer Lamp. Voice Mail, Call Pickup – Group and Selective</p> <p>Make OEM of IP EPABX system</p>			
10.	<u>Specification of IP Phone:</u>	<u>Offered make and Model by the Bidder</u>	<u>Compliance confirmed by Vendor</u>	Remarks
	<p>TECHNICAL SPECIFICATION FOR HIGH END IP PHONE</p> <p>The IP hard phone should have inbuilt dual ports Ethernet Switch of 10/100/1000 Mbps to connect to LAN Access Switch & desktop PC. Other features should be as follow.</p> <ol style="list-style-type: none"> 1. IP phone should be POE Class1/Class2 compliant 			

	<ol style="list-style-type: none"> 2. IP phone should support IPv4 & IPv6. 3. 10/100/1000BT connection: half/full duplex with auto negotiation and configuration 4. IP phone should have inbuilt / integrated Ethernet switch with IEEE 802.3af power over Ethernet compliant line interface port and secondary (10/100/1000 Mbps) port for collocated PC or Laptop. The inbuilt / integrated Ethernet switch should have the facilities for QoS, TOS/Diffserv & 802.1p/q 5. Protocol support for voice quality G.711, G.729a/b and for echo cancellation 6. IP addressing Static or dynamic IP parameter configuration. A DHCP client should be integrated in the set 7. IP Configuration through an internal man machine interface during its activation allowing configuration of the main IP parameters such as:- MAC address access, Program a static IP address (if no DHCP server) and IP Subnet mask, Router IP address, Frame tagging activation/deactivation, VLAN, QoS (802.1p/q) etc 8. Tilt-able/multi-position Color Graphical Display of high resolution, minimum 6-line text message on screen 9. Fix Function keys Like, Inquiry/ Transfer/ Mute/ Speakers , Volume 10. Option to connect extra key Module. 11. Messages wait Indicator. 12. Incoming call indication (thru display) while one line is in use. 13. Minimum 10 programmable keys & provision for additional soft-keys 14. 4 way keys for menu navigation. 15. Incoming Speech Gain Control. 			
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	<p>16. Ringer Volume Control.</p> <p>17. Full Speakerphone with high audio quality in Hands-free operation (full Duplex) & Mute facility.</p> <p>18. Hot dialling for call transfer, conference (while a conversation is already in progress).</p> <p>19. Adjustable speaker volume.</p> <p>20. On-Hook dialling</p> <p>21. Optical call alert (LED/LCD) for incoming call</p> <p>22. Echo cancelling for local echo (AEC full duplex)</p> <p>23. Display with callers name and number</p> <p>24. Alphanumeric keypad for dial-by-name.</p> <p>25. ARP spoofing protection.</p> <p>Make: OEM of IP EPABX system</p>			
10.	<u>Specification of Digital Phone:</u>	<u>Offered make and Model by the Bidder</u>	<u>Compliance confirmed by Vendor</u>	Remarks
	<p>1. Graphical LCD with Backlit</p> <p>2. LED for Incoming/Ongoing Call, Mute, Hold</p> <p>3. 16 memory/speed dial keys</p> <p>4. Should be able to use server integrated directory</p> <p>5. Backlight display panel</p> <p>6. LED for Incoming/Ongoing Call, Mute, Hold</p> <p>7. Should be able to attach a headset to the operator console</p> <p>8. Intuitive User Interface with Icons</p> <p>9. Multiple Languages Caller ID</p>			

	<p>with Name, Number</p> <p>10. 45 or more keys including 4 Context Sensitive Hard Keys</p> <p>11. RJ9 Handset Port, RJ9 Headset Port</p> <p>12. 3.5 mm Headset Port</p> <p>13. Installation: Wall Mount, Table-top,</p> <p>14. CE, FCC. RoHS certified</p> <p>15. Mute, Call Hold, Do Not Disturb, Speed Dial, Hotline</p> <p>16. Redial, Call Back, Auto Answer, Call Forward, Call Waiting, Call Transfer</p> <p>17. Room Monitoring, Conference, Directory, Call Logs, Dial-by-Name</p> <p>Message wait Lamp, Ringer Lamp. Voice Mail, Call Pickup – Group and Selective</p> <p>Make OEM of IP EPABX system</p>			
	Certification: CE, FCC, RoHS, TEC			
11.	Specification of Float cum Boost Charger (FCBC)	<u>Offered make and Model by the Bidder</u>	<u>Compliance confirmed by Vendor</u>	Remarks
	<p>1. Nominal Output Voltage :48V Output Voltage Span Adj.: 48V - 56V</p> <p>2. Output Current: 25A</p> <p>3. Power: 1400 Watts</p> <p>4. Net Regulation: +/- 0.5</p> <p>5. Ripple + Noise: < 300mV</p>			

	6. Psophometric : < 4mV RMS 7. Audible Noise: <50DbA 8. Battery Current Limit: 0.1 AH of Battery Protection: LVD (42-43v) 9. Battery Required: 4 Nos. 10. Battey specification: 12Volt /60AH Battery Interconnect cables			
12.	Specification of Analog Phone with CLI	<u>Offered make and Model by the Bidder</u>	<u>Compliance confirmed by Vendor</u>	
	<ul style="list-style-type: none"> • FSK/DTMF compatible caller-id • 16 Digit single Line LCD display • 30 incoming Memory • 5 outgoing memories • Ringer volume control Switch • Hands free operation It should be battery free			

8. Information to be furnished by the Bidder:

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the contracts having individual value of Rs. 24.00 lakhs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed pro-forma (Statement II)
7	Important major contracts (value of the contracts having individual value of Rs. 24 lakhs and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed pro-forma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2023). Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

Note: Statements I, II & III are enclosed.



STATEMENT - I

List of professional staff with the contractor, giving their qualification, experience, including that in the present organization*

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in the present organization
1	2	3	4	5	6	7	8

*** Use separate/additional sheets as per the requirement**

Signature of the applicant with full address and office seal

Note: Indicate other points (including clients' certificates), if any, relating to your technical and managerial competency which you would like to bring to our notice.



STATEMENT - II

List of important contracts executed by the contractor *

Sr. No.	Name of the Work including name of the building and location.	Nature of work involved in the contract.	Name of the owner and indicate whether it is a State Govt./ Govt. of India undertaking or Pvt. body with full address and telephone numbers. ***	Completion Period		Value of the work ** (Rs in lakh)	
				Stipulated	Actual		
1	2	3	4	5	6	7	

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 28.00 lakhs and above only.

*** Attach client's certificates, Copy of work order, Scope of work etc.

Signature of the applicant with full address and office seal

STATEMENT - III

List of important contracts ON HAND being executed by the contractor*

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the Contract.	Name of owner and indicate whether it is a State Govt./ Semi-Govt./ Govt. of India Undertaking or Pvt. Body with full address and telephone numbers.***	Stipulated date of completion	Expected date of completion	Present stage of work with reasons if the work is getting delayed	Value of the work ** (Rs. in lakh)
1	2	3	4	5	6	7	8

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 28.00 lakhs and above only.

*** Attach client's certificates

Signature of the applicant with full address and office seal

9. ARTICLES OF AGREEMENT

(On a Rs 200/- Non- Judicial stamp paper)

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and M/s (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at, Mumbai of the other part.

WHEREAS the Employer is desirous of getting executed the work of “.....” and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Price Bid have been signed by or on behalf of the parties hereto.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the *technical & Price Bids 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 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 and Appendix 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 agreement 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 carrying out the work of “.....” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property 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 work or having portions of the same carried out by engaging any other contractor / agency at it’s sole discretion without prejudice to this contract. The



contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.

- 8. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.
- 9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within **03 Months** as prescribed in the tender, which shall be reckoned from 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.
- 10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
- 11. That the all parts of this contract have been read and fully understood by the tenderer.

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.

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

(Name, Signature & Designation)



Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____



10. INDEMNITY BOND

Know all men by these presents that I, Shri.....of M/s do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and M/s having their registered office at, Mumbai – 400051 on this day of 2024.

Whereas NABARD have appointed M/s as the Contractor for their proposed work relating to “”.

THIS DEED WITNESSETH AS FOLLOWS: -

I/We, on behalf of M/s hereby do indemnify to keep NABARD and its Employees harmless against and from

any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any of our sub-contractor/s if any, servants or agents.

any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s has set their hands on thisday of

SIGNED AND DELIVERED BY THE AFORESAID M/s through their authorized representative (Shri).

Signature

IN THE PRESENCE OF WITNESSES:

- 1. Name & Signature :
- 2. Name & Signature:

11.
संविदा पूर्व सत्यनिष्ठा करार
PRE CONTRACT INTEGRITY PACT

(₹200 ./- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए
to be submitted On Rs. 200/- Non-judicial stamp paper)

सामान्य General

बोली पूर्व संविदा पूर्व यह करार) इसके बाद यहाँ इसे सत्यनिष्ठा करार कहा गया है (दिनांक _____ को एक पक्षकार राष्ट्रीय कृषि और ग्रामीण विकास बैंक) नाबार्ड (के प्रतिनिधि श्री _____, मुमप्र, डीपीएसपी, नाबार्ड, प्रका, मुंबई, (इसके बाद यहाँ इसे" नियोक्ता "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके कार्यालय के उत्तराधिकारी और समनुदेशिती शामिल होंगे (और दूसरे पक्षकार मैसर्स _____ के प्रतिनिधि श्री _____, मुख्य कार्यकारी अधिकारी) जिन्हें बाद में यहाँ" निविदाकार "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके उत्तराधिकारी और अनुमत समनुदेशिती शामिल होंगे (के बीच निष्पादित किया गया है .

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____, CGM, NABARD, DPSP, NABARD, HO , Mumbai hereinafter called the "Employer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called "Tenderer" which expression shall man and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

जबकि नियोक्ता " नियोक्तानाबार्ड प्रधान कार्यालय और नाबार्ड हाउस आवासीय क्वार्टरों में कीट नियंत्रण सेवाएँ" का कार्य कराने का प्रस्ताव करता है और निविदाकार इस कार्य के लिए कोटेशन देने हेतु इच्छुक है कोटेशन / और है किया प्रस्तुत

WHEREAS the Employer proposes to carry out the work of " _____ " and the Tenderer is willing to offer/ has offered the quotes and

जबकि निविदाकार संबन्धित नियमों के अंतर्गत गठित एक निजी कंपनी पंजीकृत /साझेदार /उपक्रम सार्वजनिक / अधिनियम नाबार्ड नियोक्ता और है एजेंसी निर्यात, प्रधान जिसका है निकाय कॉरपोरेट स्थापित तहत के 1981 24-सी .नं प्लॉट कार्यालय, ब्लॉक 'जी', बांद्राकॉम्प्लेक्स कुर्ला-, बांद्रा(पूर्व) , मुंबई में स्थित है .

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Employer is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai.

अतः अब NOW, THEREFORE,

किसी भी प्रकार के भ्रष्टाचार से बचने के लिए संविदा के आरंभ से पूर्व, उसके दौरान या बाद में एक निष्पक्ष, पारदर्शी और किसी प्रभाव निष्पादित करार एक हेतु करने अनुसरण का प्रणाली कार्यव्यवहार रहित पूर्वाग्रह/ - है जाना किया

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

उच्च लागत से बचने और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए निर्दिष्ट प्रक्रियाओं के माध्यम से प्रतिस्पर्धी कीमतों पर वांछित विनिर्दिष्ट सामग्री सक्षम को नियोक्ता लिए के करने प्राप्त उपकरण / और बनाने

Enabling the Employer to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

निविदाकारों को यह आश्वासन देते हुए कि उनके प्रतिस्पर्धी भी रिश्वत या किसी भ्रष्ट आचरण का प्रदर्शन नहीं करेंगे और उन्हें संविदा हासिल कराने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण से रोकने के लिए सक्षम करना और नियोक्ता पारदर्शी प्रक्रियाओं का पालन करते हुए अपने पदाधिकारियों द्वारा किसी भी रूप में भ्रष्टाचार को रोकने के लिए प्रतिबद्ध होंगे .

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

संबन्धित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन कराते हैं और निम्नानुसार सहमत हैं :

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

नियोक्ता की प्रतिबद्धता Commitments of the Employer

भी कोई का नियोक्ता जुड़ा से रूप अप्रत्यक्ष या प्रत्यक्ष साथ के संविदा कि है देता वचन यह नियोक्ता 1.1 प्रक्रिया बोली संबन्धित से संविदा इस पदाधिकारी, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में निविदाकर्ता से सीधे स्वयं अपने लिए या इस संविदा से जुड़े किसी व्यक्ति, संगठन या तृतीय पक्षकार के लिए प्रत्यक्ष रूप से या किसी मध्यस्थ के माध्यम से कोई रिश्वतप्रतिफल, उपहार, पुरस्कार, करेगा नहीं मांग कोई की लाभ के प्रकार किसी यान् अथवा भौतिक यान् कोई या पक्षपात

The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage form the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

दौरान के चरण कॉन्ट्रैक्ट-प्री नियोक्ता 1.2 सभी निविदाकर्ताओं के साथ समान व्यवहार करेगा और सभी निविदाकर्ताओं को समान जानकारी प्रदान करेगा और ऐसी कोई भी जानकारी किसी विशेष निविदाकर्ता को प्रदान नहीं करेगा जो अन्य निविदाकर्ताओं की तुलना में उस विशेष निविदाकर्ता को लाभ प्रदान करते हों .

The Employer will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER, which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

कार्यालय सरकारी समुचित पदाधिकारी सभी के नियोक्ता 1.3युक्त प्रतिबद्धताओं के किसी उल्लंघन प्रयास या पूर्ण उल्लंघन और इस तरह के उल्लंघन के पर्याप्त संदेह के बारे में रिपोर्ट करेंगे .

All the officials of the EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

यदि निविदाकर्ता किसी पदाधिकारी सत्यापन और पूर्ण में बारे के दुराचार पूर्ववर्ती किसी के (पदाधिकारियों) / में दृष्टि प्रथम यदि और है करता रिपोर्ट को नियोक्ता साथ के तथ्यों योग्यनियोक्ता द्वारा इसे सही पाया जाता है तो नियोक्ता द्वारा इस संबंध में आवश्यक अनुशासनात्मक कार्यवाही या अन्य आपराधिक कार्यवाही सहित कोई

अन्य समुचित कार्रवाई शुरू की जा सकती है और ऐसे व्यक्ति को संविदा प्रक्रिया से अलग कर दिया जाएगा . में मामले ऐसे, नियोक्ता द्वारा जारी जांच के दौरान संविदा के तहत चल रही कार्यवाही पर रोक नहीं लगाई जाएगी .

In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

निविदाकर्ता की प्रतिबद्धता Commitments of TENDERERS

3. निविदाकर्ता यह वचन देता है कि अपनी बोली के किसी भी चरण के दौरान या संविदा पूर्व या संविदा पश्चात् इस संविदा को हासिल करने या इसे हासिल करने के प्रयास में भ्रष्ट प्रथाओं, अनुचित साधनों और अवैध गतिविधियों को रोकने के लिए प्रतिबद्ध रहेगा और इस संबंध में विशेष रूप से निम्नलिखित के लिए प्रतिबद्ध है :

The TENDERER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 निविदाकर्ता, संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता के किसी पदाधिकारी को इस संविदा से संबंधित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में किसी व्यक्ति को सीधे या इस संविदा से जुड़े किसी संगठन या किसी तृतीय पक्षकार या किसी मध्यस्थ के माध्यम से कोई रिश्वत, उपहार, प्रतिफललाभ के प्रकार किसी यान्त्रिक, भौतिक कोई, कारपुरस्, कमीशन, शुल्क, ब्रोकरेज या कोई अन्य प्रलोभन नहीं देगा .

The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 निविदाकर्ता यह भी वचन देता है उसने इस संविदा को हासिल या कार्यान्वित करने या नियोक्ता के किसी पदाधिकारी को किसी संविदा को हासिल करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, पक्षपातलाभ के प्रकार अन्य या हित के प्रकार यान्त्रिक अथवा भौतिक किसी, कमीशन, शुल्क, ब्रोकरेज या प्रलोभन नहीं दिया है प्रति के व्यक्ति किसी में संबंध के संविदा यान्त्रिक किसी साथ के बैंक या करार इस अथवा, है किया नहीं वादा का करने या है किया नहीं कार्य का अपनाने रवैया अपक्षपातपूर्ण या पक्षपातपूर्ण

The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी प्रिंसिपल्स या सहयोगियों का खुलासा करेंगे .

TENDERERS shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principles or associates.

किए द्वारा उनके को मध्यस्थ अन्य किसी या ब्रोकरों / एजेंटों में संबंध के संविदा / बोली इस निविदाकर्ता 3.4 .देंगे जानकारी की भुगतान वाले जाने

TENDERERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

निर्माता मूल लिए के स्टोर रक्षा वह कि है करता घोषणा से नियोक्ता और है करता पुष्टि की आगे निविदाकर्ता 3.5 प्रायो सरकार अधिकृत / इंटीग्रेटर /जित निर्यात निकाय है और उसने इस संविदा को निविदाकर्ता को देने हेतु किसी भी व्यक्ति या फर्म या कंपनी के साथ इस संविदा के लिए आधिकारिक या अनौपचारिक रूप से मध्यस्थता नहीं की है और न ही इस प्रकार के किसी मध्यस्थता, सुविधा या अनुशंसा के लिए ऐसे किसी व्यक्ति , फर्म या कंपनी को कोई राशि दी गई है, देने का वादा किया गया है या देने की योजना है .

The TENDERER further confirms and declares to the EMPLOYER that the TENDERER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

मोलभाव पूर्व संविदा या समय करते प्रस्तुत बोली तो या निविदाकर्ता 3.6के दौरान या संविदा पर हस्ताक्षर करने से पहले, इस संविदा के लिए नियोक्ता के किसी पदाधिकारी या उनके किसी पारिवारिक सदस्य, एजेंट्स, ब्रोकर्स या किसी अन्य मध्यस्थ को किए गए किसी भुगतान या किए जाने वाले भुगतान की जानकारी के साथ इस साथ-व जाने दी में एवज के भुगतानाले सेवा का ब्यौरा देगा .

The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7निविदाकर्ता इस संविदा में रुचि रखने वाली अन्य पार्टियों से सांठ-गांठ नहीं करेंगे जिससे निविदा प्रक्रिया की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति, निविदा मूल्यांकन, संविदा करना और उसके कार्यान्वयन को नुकसान हो.

The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8निविदाकर्ता किसी भी प्रकार के भ्रष्ट आचरण, अनुचित तरीकों और अवैध गतिविधियों के बदले में कोई भी लाभ प्राप्त नहीं करेगा.

The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9निविदाकर्ता नियोक्ता द्वारा व्यावसायिक संबंध के हिस्से के रूप में किसी भी इलेक्ट्रॉनिक डेटा कैरियर में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों के संबंध में दी गई किसी भी जानकारी का प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए अनुचित उपयोग नहीं करेगा अथवा किसी और को नहीं देगा .निविदाकर्ता ऐसी किसी भी प्रकार की जानकारी प्रकट न हों इस हेतु पर्याप्त सावधानी बरतने का वचन भी देता है.

The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के बिना सीधे या किसी अन्य प्रकार से कोई भी शिकायत नहीं करने के लिए प्रतिबद्ध है .

The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 निविदाकर्ता ऊपर दर्शाए गए किसी भी कार्य को करने अथवा करवाने के लिए किसी भी तीसरे व्यक्ति को नहीं उकसाएगा.

The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 यदि निविदाकर्ता अथवा निविदाकर्ता का कोई भी कर्मचारी अथवा निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति नियोक्ता के किसी भी अधिकारी का प्रत्यक्ष अथवा अप्रत्यक्ष रूप से रिश्तेदार है, अथवा विकल्पतः यदि नियोक्ता के किसी अधिकारी को किसी रिश्तेदार का निविदाकर्ता की फ़र्म में वित्तीय हित / हिस्सेदारी हो, तो निविदा भरते समय निविदाकर्ता को इसका उल्लेख करना होगा.

If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER either directly or indirectly is a relative of any of the officers of the EMPLOYER, or alternatively if any relative of an officer of the EMPLOYER has financial interest/ stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of tender.

इस प्रयोजन के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 में परिभाषित किए गए अनुसार होगा.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.13 निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा अथवा किसी भी प्रकार की आर्थिक लेन-देन में शामिल नहीं होगा.

The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

4. पिछला उल्लंघन Previous Transgression

4.1 निविदाकर्ता इस बात की घोषणा करता है कि इस सत्यनिष्ठा करार पर हस्ताक्षर करने से पहले पिछले तीन वर्षों में इसके अंतर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ अथवा भारत में किसी सरकारी विभाग के साथ ऐसा कोई भी उल्लंघन नहीं हुआ जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सके.

The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify TENDERER's exclusion from the tender process.

4.2 निविदाकर्ता इस बात से सहमत है कि यदि वह इस विषय पर गलत बयान करता है तो, निविदाकर्ता को निविदा प्रक्रिया या संविदा के अयोग्य ठहराया जा सकता है, यदि पहले से ही संविदा दिया जा चुका हो तो, उसे इस कारण से समाप्त किया जा सकता है.

The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. ब्याना राशि) प्रतिभूति जमाराशि) Earnest Money (Security Deposit)

5.1 वाणिज्यिक निविदा की प्रस्तुति के समय, निविदाकर्ता नाबार्ड के पक्ष में ऑनलाइन के माध्यम से ब्याना राशि / प्रतिभूति जमाराशि के रूप में रु. _____ नियोक्ता के पास जमा करेगा.

While submitting commercial bid, the TENDERER shall deposit an amount Rs.2,26,000/- as Earnest Money/ Security Deposit, with the EMPLOYER through online in favour of NABARD

5.2 अग्रिम धन / प्रतिभूति जमाराशि एक वर्ष की अवधि के लिए अथवा निविदाकर्ता और नियोक्ता को सम्पूर्ण संतुष्टि हो इस तरह से संविदात्मक दायित्वों के पूर्ण होने पर, जिसमें दोष दायित्व अवधि शामिल है, इनमें से जो भी बाद में हो तक वैध होगी.

The Earnest Money/ Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

5.3 सफल निविदाकर्ता के मामले में क्रय संविदा में परफॉर्मेंस बांड से संबंधित आलेख में एक खंड भी शामिल किया जाएगा कि नियोक्ता द्वारा परफॉर्मेंस बांड की जब्ती के लिए नियोक्ता द्वारा लिए गए निर्णय के मामले में परफॉर्मेंस बांड की जब्ती के लिए उल्लंघन के लिए प्रतिबंध के प्रावधान, इस संधि के उल्लंघन के लिए प्रतिबंध हेतु कोई कारण बताए बिना, लागू होंगे.

In case of the successful TENDERER a clause would also be incorporated in the Article retaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 नियोक्ता द्वारा निविदाकर्ता को अग्रिम धन /प्रतिभूति जमाराशि पर इसके चलन के दौरान कोई भी ब्याज देय नहीं होगा.

No interest shall be payable by the EMPLOYER to the TENDERER on Earnest Money/ Security Deposit for the period of its currency.

6. उल्लंघन के लिए प्रतिबंध Sanctions for Violations

6.1 निविदाकार अथवा उनके द्वारा नियुक्त किसी व्यक्ति अथवा उनकी ओर से कार्य कर रहे व्यक्ति द्वारा) निविदाकर्ता की जानकारी में हो या न हो (उक्त प्रावधानों में से किसी का भी उल्लंघन होने पर नियोक्ता, जहां कहीं आवश्यक हो, निम्नलिखित में से कोई एक अथवा सभी कार्रवाई कर सकता है.

Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required: -

निविदाकर्ता को बिना कोई कारण बताए या उनकी कोई क्षतिपूर्ति किए बिना निविदा-पूर्व चर्चा तत्काल रद्द कर सकता है .तथापि अन्य निविदाकर्ताओं के साथ निविदा प्रक्रिया जारी रहेगी.

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

नियोक्ता के निर्णय के अनुसार पूर्ण या आंशिक रूप से अग्रिम धन जमाराशि(निविदा पूर्व स्तर पर/(प्रतिभूति जमाराशि जब्त की जाएगी और नियोक्ता को इसके लिए कोई कारण देना नहीं होगा.

The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

यदि संविदा का निष्पादन किया गया हो तो निविदाकर्ता को किसी क्षतिपूर्ति के बिना तत्काल संविदा समाप्त की जाएगी .

To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.

भारतीय निविदाकार होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से %2 अधिक की वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर %2 एलआईबीओआर की वसूली की जाएगी .यदि किसी अन्य कार्य

के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है तो ब्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी .

To recover all sums already paid by the EMPLOYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERER from the EMPLOYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

नियोक्ता द्वारा पहले किए गए भुगतान और ब्याज की वसूली के लिए निविदाकर्ता द्वारा दी गई अग्रिम बैंक गारंटी और निष्पादन बांड / वारंटी बांड का नकदीकरण किया जाएगा .

To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.

निविदाकर्ता के साथ सभी या कोई और ठेका रद्द किया जाएगा .निविदाकर्ता को इस प्रकार के रद्द/उत्सादन के परिणामस्वरूप नियोक्ता को हुए किसी नुकसान या हानि की क्षतिपूर्ति करनी होगी और नियोक्ता, निविदाकर्ता को देय राशि से यह राशि वसूली का हकदार होगा .

To cancel all or any other contracts with TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the EMPLOYER resulting from such cancellation/ rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

निविदाकर्ता को भारत सरकार की निविदा प्रक्रिया में भाग लेने पर न्यूनतम 5 वर्ष की अवधि के लिए प्रतिबंध लगा सकता है .नियोक्ता अपने विवेकाधिकार से इस अवधि को आगे बढ़ा सकता है.

To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

इस ठेके को प्राप्त करने के लिए इस करार का उल्लंघन करते हुए निविदाकर्ता(ओं) (द्वारा किसी बिचौलिये या एजेंट या मध्यस्थ को किए गए सभी भुगतान की वसूली की जाएगी .

To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

किसी संविदा के संबंध में नियोक्ता और निविदाकर्ता द्वारा हस्ताक्षरित अप्रतिसंहरणीय ऋण पत्रों के मामले में ऐसे ऋण पत्र खोले नहीं जाएंगे.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the TENDERER, the same shall not be opened.

इस करार के उल्लंघन के लिए दंड के रूप में नियोक्ता द्वारा परफार्मेंस बांड जब्त करने के निर्णय की स्थिति में बिना कोई कारण बताए इसे जब्त किया जाएगा .

Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2नियोक्ता को निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से) निविदाकर्ता की जानकारी से अथवा जानकारी के बिना (कार्यरत किसी के द्वारा इस संबंध में भारतीय दंड विधान, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैरा)6.1 i) से) x) तक में उल्लिखित सभी या कोई कार्रवाई करने का अधिकार होगा .

The EMPLOYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with our without the knowledge of the TENDERER), of an

offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 निविदाकर्ता द्वारा इस करार के प्रावधानों के उल्लंघन के संबंध में नियुक्ता का निर्णय अंतिम और निविदाकर्ता के लिए बाध्यकारी होगा .तथापि ,निविदाकर्ता इस करार के प्रयोजनों के लिए नियुक्त स्वतंत्र अनुप्रवर्तक) को (को अभ्यावेदन दे सकते हैं .

The decision of the EMPLOYER to the effect that a breach of the provisions of the Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. उल्लंघन शर्त Fall Clause

7.1 निविदाकर्ता वचन देते हैं कि उन्होंने भारत सरकार के किसी मंत्रालय /विभाग अथवा सार्वजनिक उपक्रम को वर्तमान निविदा में उल्लिखित इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली को इस प्रस्ताव में दिए गए दर से कम में आपूर्ति नहीं की है /नहीं की जा रही है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय /विभाग या किसी सार्वजनिक उपक्रम को कम दाम पर इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली की आपूर्ति की है तो उचित समयावधि बीत जाने के बाद वर्तमान मामले में निविदाकर्ता नियुक्ता को ,निविदा पहले ही समाप्त हुई हो तो ,लागत के अंतर की पूर्ति करेंगे .

The TENDERER undertakes that it has not supplied/s not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and it is found at any stage that similar product/ systems or sub systems was supplied by the TENDERER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the EMPLOYER, if the contract has already been concluded.

8. स्वतंत्र अनुप्रवर्तक Independent Monitors

8.1 इस करार के लिए नियुक्ता ने केन्द्रीय सतर्कता आयोग की सलाह से श्री _____ सरकार को स्वतंत्र अनुप्रवर्तक) आगे से यहाँ अनुप्रवर्तक कहा जाएगा नियुक्त किया है .

The EMPLOYER has appointed Independent Monitor Shri Dr. Jagdeep Kumar Ghai (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 अनुप्रवर्तक स्वतंत्र और निष्पक्ष रूप से इस करार के अधीन पार्टियों द्वारा दायित्व के अनुपालन की समीक्षा करेंगे.

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 अनुप्रवर्तक पक्षकारों के प्रतिनिधियों के अनुदेशों के अधीन नहीं होंगे और वे निष्पक्ष और स्वतंत्र रूप से अपना कार्य करेंगे .

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 दोनों पक्षकार इस बात से सहमत हैं कि अनुप्रवर्तक को इस परियोजना /अधिप्राप्ति संबंधी बैठकों के कार्यवृत्त सहित सभी दस्तावेजों को देखने का अधिकार होगा .

Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 इस करार का उल्लंघन पाए जाने अथवा किसी कारणवश उन्हें इस करार का उल्लंघन प्रतीत होने पर अनुप्रवर्तक नियोक्ता द्वारा नामित प्राधिकारी को इस बात की सूचना देंगे .
As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER.

8.6 निविदाकर्ता इस बात से सहमत है कि अनुप्रवर्तक को निविदाकर्ता द्वारा उपलब्ध कराए गए दस्तावेजों सहित ,नियोक्ता के सभी परियोजना दस्तावेजों को बेरोकटोक देखने का अधिकार होगा .निविदाकर्ता अनुप्रवर्तक के अनुरोध और वैध हित दर्शाने पर उन्हें परियोजना के दस्तावेजों को बेरोकटोक और बिना किसी शर्त के देखने की अनुमति भी देंगे .यह उप-निविदाकारों पर भी लागू होगा .अनुप्रवर्तक इस निविदा के दायित्वों के अधीन निविदाकर्ता /उप-निविदाकर्ता) ओं (की जानकारी और दस्तावेजों की गोपनीयता बनाए रखेंगे .
The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

8.7 नियोक्ता परियोजना से संबंधित पक्षकारों के बीच सभी बैठकों की जानकारी अनुप्रवर्तक को उपलब्ध कराएंगे बशर्ते पक्षकारों के बीच इस प्रकार की बैठकें निविदा संबंधों को प्रभावित करती हो .पक्षकार अनुप्रवर्तक को इस प्रकार की बैठकों में भाग लेने का विकल्प देंगी .
The EMPLOYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 अनुप्रवर्तक नियोक्ता /निविदाकर्ता से सूचना प्राप्त होने के बाद 8 से 10 सप्ताह के बीच नियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और आवश्यक हो तो समस्यात्मक स्थितियों में सुधार के लिए प्रस्ताव देंगे .

The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ TENDERER and should the occasion arise submit proposals for correcting problematic situations.

9. जांच की सुविधा Facilitation of Investigation

इस करार के किसी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी आरोप के मामले में नियोक्ता या उनकी एजेंसियों को निविदाकर्ता के बही खातों सहित सभी दस्तावेजों की जांच का अधिकार होगा और निविदाकर्ता आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएंगे तथा इस प्रकार की जांच में हर संभव सहायता देंगे .

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. विधि और अधिकार क्षेत्र Law and Place of Jurisdiction

यह करार भारतीय न्याय व्यवस्था के अधीन होगा .कार्य स्थान और अधिकार क्षेत्र नियोक्ता स्थल होगा .

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EMPLOYER.

11. अन्य कानूनी कार्रवाई Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्रवाई किसी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होंगी जोकि किसी सिविल या आपराधिक कार्यवाही संबंधी वर्तमान में लागू कानूनों के प्रावधानों के अनुरूप होगी .
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. वैधता Validity

12.1 यह सत्यनिष्ठा करार हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियेक्ता और निविदाकर्ता /विक्रेता की संतुष्टि से निविदा के पूर्ण निष्पादन तक ,जो भी बाद में हो ,वैध होगी . यदि निविदाकर्ता कार्यनिष्पादन करने में असफल होता है तो निविदा पर हस्ताक्षर करने के छह महीने बाद यह सत्यनिष्ठा करार समाप्त हो जाएगा .

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the TENDERER/ Seller, including warranty period, whichever is later in case TENDERER is unsuccessful, this Integrity Pact shall expire after Nine months from the date of the signing of the contract.

12.2 इस करार का एक या कई प्रावधान अवैध हो जाने पर शेष करार वैध रहेगा .ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे .

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां _____, को निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at _____ on - _____.

नियोक्ता EMPLOYER

निविदाकर्ता TENDERER

अधिकारी का नाम Name of the Officer

मुख्य कार्यकारी अधिकारी Chief Executive Officer

पदनाम Designation

नाबार्ड NABARD

साक्ष्य Witness

साक्ष्य Witness

1. _____
2. _____

* विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों की भागीदारी के संबंध में नियोक्ता की नीति के अनुसार इन शर्तों के प्रावधानों में संशोधन /हटाने की आवश्यकता होगी .

Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign suppliers.



12. Format for Self-Certification regarding Local Content (LC) for Telecom Product, services or works.

Tender Ref. No.: _____ & Date: _____

To,
The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office, Mumbai – 400051

Date:

Supply, installation, testing & commissioning of EPABX System at NABARD, Head Office, Mumbai

In consideration of the above referred Tender floated/issued by National Bank for Agriculture and Rural Development

I/We M/s _____ certify that I/we have offered the products with local content of -----% in line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments thereafter. I/We further certify that, in case we are awarded an order against this tender, the supplies against such order will comply with above indicated Minimum Local Content.

Date :

Authorised Signatory :

Place : Name of the Person :

Designation :

Firm Name & Seal :

Annexure II

*Format for "Self-Certification" for bidder of a country which shares a land border with India
(To be given in bidder's letter head)*

Tender Ref. No.: _____ & Date: _____

To,
The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office, Mumbai – 400051

Date:

Supply, installation, testing & commissioning of EPABX System at NABARD, Head Office, Mumbai

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]'.

Date :

Authorised Signatory :

Place : Name of the Person :

Designation :

Firm Name & Seal :

13. List of makes

SN	Equipment	Makes
1	EPBX	Avaya, NEC, Alcatel, Panasonic, Cisco, Matrix/Syntel or equivalent
2	Analog/Digital/IP phones	Avaya, NEC, Alcatel, Panasonic, Cisco or equivalent
3.	Server Gateway Architecture based IP EPABX.	Cisco / Avaya / Tadiran / alcatel / Panasonic or equivalent
4.	Communication Server	HP / DEL / IBM/same make of EPABX or approved equivalent
5.	M.D.F.	Krone
6.	Telephone Instruments (IP phone) for operator console.	Cisco / Avaya / Tadiran / alcatel / Panasonic or equivalent
7.	Server rack	Netrack / Valrac

14. Equipment offered by the tenderer
(To be filled in by the Tenderer)

SN	Item	Make & Model	Whether complies with the tender Specifications or not? If No, Please mention the deviations
1	EPABX		
2	Digital phones		
3.	Analog Phones		
4.	IP Phones		

15. Format of VIRTUAL COMPLETION CERTIFICATE

Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Signature of the Contractor:

Place :

Date :

Name :

Address :

Seal :

16. Proforma of EMD credit details

**TENDER for EPABX at NABARD Head Office, Bandra Kurla Complex,
Mumbai-400051**

(EMD details to be filled by bidders)

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD0000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

Name of depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	
** Attach Bank Statement showing amount debited from account, on or before last date of submission of NIT.	

Date:

Place:

Signature with seal:

17.Pro-forma of furnishing the Payment details

**TENDER for SITC of EPABX at NABARD Head Office, Bandra Kurla Complex,
Mumbai-400051**

Name of the Agency		
Contact Details	Name	
	Email	
	Phone No	
PAN details (enclose copy of PAN)		
GST Number (enclose copy of GST registration)		
Address of principle place of business in the state as per GST registration certificate	Address	
	City	
	PIN	
	State	
Bank account number		
Account Name		
Type of the account		
Name & Address of Bank		
IFSC Code (enclose copy of cancelled cheque)		

Name of the Agency:

Date:

Place:

Signature with seal:

18.OEM AUTHORISATION LETTER

(OEM Authorization Letter)

O.E. MANUFACTURERS AUTHORISATION FORM

(in Original Letter Head of OEM)

To,

Dear Sir,

Subject: Direct Manufacturers Authorization for the Supply, Installation, Testing and Commissioning of EPABX

Ref : Tender No: NB. DPSP / **486** / EPABX/ NABARD HO/2024-25

Dated: 29 May 2024

Name of Work: - SITC of EPABX at NABARD Head Office, Bandra Kurla Complex, Mumbai-400051

We _____ an established and reputable manufacturer of professional _____ (Product) having Corporate/Registered office at _____ do hereby authorize M/s _____ as our Distributor to submit a above bid _____ dt. _____ and subsequently negotiate and sign the contract with you for the supply of goods manufactured by us.

We hereby confirm and extend our full guarantee and warranty as per tender for the products offered for supply by the above firm against the invitation for bids _____ dt. _____ and duly authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation as required by the contract.

Yours faithfully,

For:

Signature of Officer Authorized to sign this Document on behalf of the OEM.

SEAL AND SIGN OF BIDDER