



एनबी.केरला/ 70426 /डीआईटी -08/2024-25  
21 अक्टूबर 2024

NB. Kerala/70426/DIT-08 /2024-25  
21 October 2024

एम/एस  
निविदा आमंत्रण सूचना

M/s  
**Notice Inviting Tender**

महोदया / प्रिय महोदय

Madam / Dear Sir

तिरुवनंतपुरम में नाबार्ड के केरल क्षेत्रीय कार्यालय के लिए 'जैसा है-जहां है' के आधार पर बाय बैक व्यवस्था के तहत तीन अठारह (18) प्रिंटर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा

**Tender for Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on 'as-is-where-is' basis for NABARD's Kerala Regional Office at Thiruvananthapuram**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) दो भागों में GeM निविदा आमंत्रित करता है अर्थात् तकनीकी-वाणिज्यिक पहलुओं के संबंध में तकनीकी योग्यता, और सभी पात्र बोलीदाताओं / विक्रेताओं से प्रतिस्पर्धी दरों का पालन किया जा रहा है, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा निविदा में निहित नियमों और शर्तों के अनुसार, तिरुवनंतपुरम में नाबार्ड के केरल क्षेत्रीय कार्यालय के लिए 'जैसा है, जहां है' के आधार पर अठारह (18) प्रिंटर बाय बैक व्यवस्था के तहत हैं। निविदा दस्तावेज हमारी वेबसाइट [www.nabard.org](http://www.nabard.org) से 21 अक्टूबर 2024 से निविदा कॉलम के तहत भी डाउनलोड किए जा सकते हैं। केवल GeM पर पंजीकृत ठेकेदार ही आवेदन कर सकते हैं।

National Bank for Agriculture and Rural Development (NABARD) invites GeM Tender in two parts i.e. Technical Qualification with respect to Techno-Commercial aspects, and Competitive Rates is being followed from all eligible bidders /venders , Tender for Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on 'as-is-where-is' basis for NABARD's Kerala Regional Office at Thiruvananthapuram as per the terms and conditions contained in the tender. Tender documents can also be downloaded from our website [www.nabard.org](http://www.nabard.org) under the tender column from **21 October 2024**. Contractors registered on GeM may only apply.

2. निविदा दस्तावेज़ राष्ट्रीय कृषि और ग्रामीण विकास बैंक स्थित बैंक कार्यालय से प्राप्त किया जा सकता है। केरल क्षेत्रीय कार्यालय, पुन्नेन रोड, स्टैच्यू तिरुवनंतपुरम - 695001 या <https://www.nabard.org> से डाउनलोड किया जा सकता है।

The tender Document may be obtained from the Bank's office located at National Bank for Agriculture and Rural Development. Kerala Regional Office, Punnen Road, Statue Thiruvananthapuram – 695001 or downloaded from <https://www.nabard.org>

3. निविदाएं केवल GeM पर ही लागू की जाएंगी। निविदा के भाग-I (तकनीकी योग्यता बोली) में तकनीकी योग्यता बोली के साथ-साथ GeM को ईएमडी जमा करने का प्रमाण और निर्धारित निविदा दस्तावेज में नियम और शर्तें शामिल होंगी। निविदा के भाग- II में GeM में निर्धारित प्रारूप में केवल वित्तीय बोली शामिल होगी। वित्तीय बोली में कोई अन्य नियम एवं शर्तें नहीं होनी चाहिए। यदि निविदा दस्तावेज में कोई नियम और शर्तें निर्धारित की गई हैं, तो निविदा को सरसरी तौर पर अस्वीकार कर दिया जाएगा।

Tenders will be applied on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid, along with proof of having submitted EMD to GeM, and terms & conditions in prescribed tender document. The PART- II of the tender shall contain only the financial bid in the prescribed format in GeM. No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.

4. निविदा का भाग-I (तकनीकी योग्यता बोली) GeM प्रक्रिया के अनुसार सबसे पहले 01 नवंबर 2024 को खोला जाएगा। तकनीकी योग्यता बोली/निविदा के आधार पर, पात्र बोलीदाताओं की प्रतिस्पर्धी दरों के लिए वित्तीय बोलियां (भाग- II) केवल खोली/विचार की जाएंगी।

The PART-I (Technical Qualification Bid) of the tender shall be opened first on **01 November 2024** as per GeM procedure. Based on the Technical Qualification bid/tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened/considered.

5. नाबार्ड के पास किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है और सबसे कम (एल1) या किसी भी निविदा को स्वीकार करना नाबार्ड के लिए बाध्यकारी नहीं है।

NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.

6. ऐसी निविदाएं, जो नाबार्ड की सभी या किसी भी शर्त को पूरा नहीं करती हैं या किसी भी संबंध में अपूर्ण हैं और नाबार्ड द्वारा निर्दिष्ट शर्तों के अलावा बोलीदाता की अपनी शर्तों वाली निविदाएं अस्वीकार कर दी जाएंगी।

Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the Bidder's own conditions other than those specified by NABARD, are liable to be rejected.

7. निविदा दस्तावेजों में कोई भी विसंगति, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के बारे में कोई संदेह हो तो उसे लिखित रूप में "मुख्य महाप्रबंधक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, केरल क्षेत्रीय, पुत्रेन रोड, स्टेच्यू" को सूचित किया जाना चाहिए। तिरुवनंतपुरम - 695001" जो इसकी समीक्षा करेगा और मांगी गई जानकारी स्पष्ट रूप से इंगित या निर्दिष्ट नहीं होने पर नाबार्ड सभी बोलीदाताओं को स्पष्टीकरण जारी करेगा जो अनुबंध दस्तावेज का हिस्सा बन जाएगा। यदि निविदा दस्तावेजों में विसंगतियां, चूक, अस्पष्टता या उनके अर्थ के बारे में कोई संदेह निविदा जमा करने की तारीख से तीन कार्य दिवस पहले नाबार्ड के ध्यान में नहीं लाया जाता है तो नाबार्ड जिम्मेदार नहीं होगा।

Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the "The Chief General Manager, National Bank for Agriculture and Rural Development, Kerala Regional at Punnen Road, Statue,

Thiruvananthapuram – 695001” who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the Bidders which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.

8. बोलीदाता को सीधे GeM खाते में राशि जमा करके 16,200/- रुपये (सोलह हजार दो सौ रुपये मात्र) की बयाना राशि (ईएमडी) जमा करनी होगी। असफल बोलीदाताओं की ईएमडी GeM द्वारा सफल बोलीदाताओं को काम सौंपे जाने के बाद वापस कर दी जाएगी। एमएसएमई और अन्य पात्र संगठनों को प्रचलित सरकार के अनुसार छूट दी जाएगी। सबूत प्रस्तुत करने पर निर्देश।

The Bidder shall deposit Earnest Money Deposit (EMD) amounting to Rs.16,200/- (Rupees Sixteen thousand Two Hundred only), by directly crediting the amount in GeM Account. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders by GeM. MSME and other eligible organizations will be exempt as per prevailing Govt. instructions upon submission of proof.

9. प्रस्ताव की वैधता मूल्य बोली खुलने की तारीख से 90 दिन होनी चाहिए। हालाँकि, सफल बोलीदाता द्वारा उद्धृत करें अनुबंध अवधि के अंत तक स्थिर रहेंगी।

Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period.

10. यह ध्यान दिया जाना चाहिए कि केवल वही बोलीदाता बोली प्रक्रिया में भाग लेने के लिए पात्र होंगे जो बोली के हर चरण पर बैंक के साथ इंटीग्रिटी पैकट (आईपी) में प्रवेश करने के इच्छुक हैं। निविदाकर्ता को अनुबंध के सभी चरणों में निविदा के निर्धारित प्रारूप में इंटीग्रिटी पैकट (आईपी) लागू करना होगा। तकनीकी बोली के साथ हस्ताक्षरित सत्यनिष्ठा समझौता GeM पोर्टल पर अपलोड किया जाना है।

It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format of tender in all phases of the contract. Signed Integrity Pact along with the technical bid is to be uploaded in the GeM portal.

11. यह निविदा आमंत्रण सूचना (एनआईटी) भी निविदा दस्तावेज़ का हिस्सा बनेगी। इस निविदा दस्तावेज़ के नियमों/प्रावधानों और GeM पोर्टल के नियमों/प्रावधानों के बीच विरोधाभास की स्थिति में, हमारे निविदा दस्तावेज़ में दिए गए नियमों/प्रावधानों को प्राथमिकता दी जाएगी। बोलीदाताओं को निविदा के सभी प्रासंगिक दस्तावेज़ों पर हस्ताक्षर करने और अतिरिक्त विवरण लिंक में GeM पोर्टल पर अपलोड करने की आवश्यकता है।

This Notice Inviting Tender (NIT) shall also form part of the Tender Document. In case of contradiction between the rules / provisions of this tender document and those of GeM portal, preference shall be given to the rules / provisions given in our tender document. The bidders are required to sign all the relevant documents of the tender and upload in the GeM portal in additional details link.

12. तकनीकी बोली के विस्तृत मूल्यांकन के बाद वित्तीय बोली बाद की तारीख में खोली जाएगी। वित्तीय बोली खोलने की तारीख GeM द्वारा केवल तकनीकी रूप से योग्य बोलीदाताओं को सूचित की जाएगी। वित्तीय बोली में

किसी भी तरह की कोई भी शर्त नहीं होनी चाहिए और प्राप्त ऐसी किसी भी सशर्त बोली को अस्वीकार कर दिया जाएगा।

The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated by GeM only to the technically qualified bidders. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

13. यदि कोई बोलीदाता निर्धारित तकनीकी मानदंड आवश्यकता से कोई विचलन प्रस्तावित करता है तो निविदा अस्वीकार कर दी जाएगी। बोलियाँ मूल्य/वित्तीय बोली खुलने की तारीख से 3 महीने तक वैध और स्वीकृति के लिए खुली रहेंगी।

The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ financial bid.

14. निविदा में निर्दिष्ट नियमों और शर्तों को स्वीकार करने के प्रतीक के रूप में, प्रस्ताव में शामिल सभी दस्तावेजों पर फर्म द्वारा हस्ताक्षर और मुहर लगाई जानी चाहिए।

All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.

15. नाबार्ड के पास निविदा दस्तावेज़ के किसी भी या सभी प्रावधानों को बदलने/संशोधित करने का अधिकार सुरक्षित है। ऐसा संशोधन/संशोधन या शुद्धिपत्र/परिशिष्ट, यदि कोई हो, केवल GeM पोर्टल और NABARD की वेबसाइट पर उपलब्ध कराया जाएगा।

NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on GeM portal and NABARD's website only.

भवदीय/Yours Faithfully,



(सजीव एस/ Sajeev S)

उप महाप्रबंधक/ Deputy General Manager

## 2. Terms and Conditions

### 2.0 **Scope of work:**

The successful vendor / bidder needs to provide the following elements:

#### 2.0.1 **Supply:**

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

#### 2.0.2 **Installation:**

Installation, Commissioning, Configuration and Testing of the supplied equipment at NABARD's Regional Office at Thiruvananthapuram for all items as indicated in Annexure.

#### 2.0.3 **Warranty support:**

The successful vendor / bidder has to provide Comprehensive Post-installation warranty support for all the hardware, software, Installed & commissioned by him, for a period of 3 (three) years, on site from the date of installation. In case where the vendor / bidder might have to source full or part of the components or services from the OEM, the vendor / bidder shall stay responsible for the entire solution. The vendor should also take the responsibility of uploading the warranty details of the supplied Hardware soon after installation is completed, and also communicate to our office on the update of the same.

### 2.1 **Conditions of the Tender:**

- 2.1.1. NABARD will normally deal with a single vendor/ bidder who can provide comprehensive support and is in a position to provide every element of the solution. Specific authorization from the original manufacturer of the Hardware and Software (wherever applicable) would be required for this project.
- 2.1.2 Complete specifications of all the products and services recommended in the proposal inclusive of make/ manufacturer/ developer shall have to be provided along with the technical bid.
- 2.1.3 The vendor/ bidder has to submit supporting documents along with the Technical bid that the vendor/ bidder is authorized to bid the Hardware and Software (wherever applicable) [which are not his products] recommended by him in the proposal.
- 2.1.4 Submission of proposal in response to the Tender enquiry does not bind NABARD to award a purchase order for any service or product. NABARD would only deal with the successful vendor/ bidder in matters related to Technical, Commercial and Legal aspects.
- 2.1.5 NABARD reserves the right to reject any particular bid or all the bids without assigning any reason whatsoever. Failure to select a vendor/ bidder by NABARD shall not make NABARD liable to pay claim.
- 2.1.6 The vendor/ bidder acknowledges the responsibility to respond promptly with NABARD

by submitting the proposal against this Tender enquiry. Failure to do so shall relieve NABARD of any obligation to the vendor/ bidder and NABARD reserves the right to select any other vendor/ bidder for the awarded work.

2.1.7 Tenders/ Bids with any additional/ different terms & conditions proposed by the vendor/ bidder shall be treated as rejected unless expressly assented in writing by NABARD.

2.1.8 The vendor/ bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.

2.1.9 Any response or Communications whatsoever from the vendor / bidder received after the last date / time shall be strictly treated as invalid unless called for by NABARD.

2.1.10 No expense incurred by the vendor/ bidder in the preparation of the quotation against the present tender enquiry shall be borne by NABARD. The submitted bids once opened shall not be returned to the vendor / bidder.

2.1.11 The price quoted for all components/ products/ services in the proposed solution should be competitive. NABARD reserves the right to verify the same independently and rejects bids not complying with this criterion.

2.1.12 The technical & functional specifications of all the items should comply with the criteria given under the relevant section of this tender. NABARD reserves the right to accept or reject any tender based on deviations (as per the discretion of NABARD), if any, from the technical specifications.

2.1.13 Any corruption in the software or media (wherever applicable) provided by the vendor/ bidder shall be rectified during the full warranty period of the contract at no extra cost to NABARD.

2.1.14 The hardware, software and the overall system shall be supported by the successful vendor/ bidder for the entire period of warranty. The vendor/ bidder is required to submit an undertaking to this effect along with the technical offer. Absence of the undertaking shall make the offer liable for rejection.

2.1.15 The vendor/ bidder shall be responsible for installation, commissioning and configurations of the hardware and software and related activities (unpacking, uncrating, inspection, etc.). They shall ensure physical availability of all items as per the packing list.

2.1.16 The successful vendor/ bidder shall provide Machine Installation Reports, Supply Completion Report and Performance Guarantee Certificate after completion of work.

## **2.2 Eligibility Criteria:**

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

**2.2.1** The product offered should comply with the certifications indicated in detailed specifications of the hardware/software. The bidder should submit supporting documents along with the Technical Offer.

**2.2.2** The vendor/ bidder should be direct channel partner of the OEM, preferably highest level channel partner and should be the one-point contact for the entire project.

**2.2.3** The bidder should provide the Manufacturer's Authorization Form as per format given in Annexure-3. Offers without proper authentication from the manufacturer/ OEM shall be treated as incomplete and shall be rejected.

**2.2.4** The bidder should submit the valid Trade License Certificate along with the Technical Offer (**if any**).

**2.2.5** The bidder should have a dedicated comprehensive support service center at Thiruvananthapuram / Kochi.

**2.2.6** The contractors should have experience of similar works during the last **3 years** (ending 31.03.2024) and who fulfill the following criteria are eligible to tender: -

a) Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (ending 31.03.2024) with contract value (costing individually) not less than **₹. 6.48 lakh**.

OR

b) Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (ending 31.03.2024) with contract value (costing individually) not less than **₹.4.05lakh**.

OR

c) Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (ending 31.03.2024) with annual contract value (costing individually) not less than **₹.3.24 lakh**.

d) The Bidders should have average Annual Turnover of **₹ 3.00 lakh** each year during the last three years ending 31 March 2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

e) MSME is exempted from the pre-qualification criteria.

f) The bidder should meet technical specifications as per the proforma detailed in Annexure-5.

**2.2.7** The Vendor/ Bidder should not have been blacklisted by any Central/ State

Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter of the Vendor/ Bidder should be submitted as a part of Technical Offer.

**2.2.8** The Vendor/ Bidder should submit its Organizational/ Financial profile in the proforma detailed in Annexure-6 as a part of Technical Bid. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Offer.

**2.2.9** The vendor/ bidder should be a profit making entity for the past 3 (three) years. Details of the same are to be provided. This should be individual company's turn over and net profit and not that of group of companies. Supporting documents in this regard should be provided as a part of Technical offer.

**2.2.10** The vendor/ Bidder should have the installation/ implementation experience as detailed under Para 2.3 of this document.

**2.2.11** For registered MSEs viz., DIC/ KVIC/ KVIB/ NSIC – Certificate indicating MSME registration is to be uploaded. If MSME certificate is not uploaded and the EMD is also not remitted, the tender will be rejected.

### **2.2.12** Domestically Manufactured Electronic Products

**2.2.12.1.** The guidelines contained in GOI policy on procurement preference for Domestically Manufactured Electronics Products (DMEP) will be applicable for this tender. Accordingly, the DMEP bidder quoting a price within the band of **L1 + 20 (twenty) per cent**, in a situation where the L1 price is not from a DMEP, is eligible for being awarded minimum 30 (thirty) per cent of the total tendered value, if he agrees to match the L1 price. In case the first eligible DMEP bidder fails to match the L1 bid, the DMEP bidder with the next higher bid will be invited to match the L1 bid and so on. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding the L1 bid will secure the order for the full procurement value.

**2.2.12.2** In the situation of there being more than one L1 bid, then the order will be divided equally among the L1 bidders. Similarly, in a situation where there are more than one DMEP bidder quoting identical bid amounts and agreeing to match L1 price, then the 30% tendered value will be divided among the DMEP bidders.

**2.2.13** The bidder should be an ISO 9001 Certified Company and the Copy of valid ISO Certificates (URL to verify the certificates may also be mentioned)

**2.2.14** The bidder should be a company registered under the Companies Act 1956 or a Partnership Firm under the LLP Act.

### **2.3** Installation/ Implementation Experience:

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



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

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

#### **2.4 Validity period of the Tender:**

- a) The 'Quotation' shall remain open for acceptance by NABARD for a period of 90 days from the date of opening of Technical Offer. The period may be extended by mutual agreement and the Vendor/ Bidder shall not withdraw or cancel the 'Quotation' during this period.
- b) The Vendor/ Bidder must use only the formats prescribed in "Tender Documents" to fill in the 'Quotation'.
- c) If any of the documents are missing or unsigned, the 'Quotation' will be considered invalid and rejected by NABARD at its discretion.
- d) No advice of any change in rate or conditions after the opening of the 'Quotation' will be entertained.

#### **2.5 Signatory:**

Each page of the Annexures and Other Bid documents being submitted/ Uploaded should be signed by the Vendor/Bidder who is authorized to sign the bid.

#### **2.6 Opening of Quotation**

The Technical Bid will be opened at **15.00 hours on 01.11.2024**. The date of opening of the Commercial Bid shall be communicated by GeM only to technically qualified bidders.

#### **2.7 Earnest Money Deposit (EMD):**

The Vendor/ Bidder shall remit the EMD amount as mentioned below:

Sl.	Item & Quantity	EMD ( ₹)	Amount in words
1	Eighteen (18) Printers Under Buyback*	16,200.00	Rupees Sixteen Thousand Two Hundred Only

\* Buyback on "as is where is basis"

The EMD amount shall be remitted to GeM portal. Tenders without the requisite amount of EMD shall be rejected. The EMD of unsuccessful Vendors / Bidders shall be returned within Four weeks, of the successful completion of the Bid Process. No interest is payable on such

amount.

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

The EMD shall be forfeited:

- i. If a Vendor / Bidder withdraws his offer during the period of validity of the bid.
- ii. If the successful Vendor / Bidder fails to execute the project satisfactorily within the stipulated time schedule.

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

### **2.8 Bid Price:**

The Tender document may be downloaded from NABARD's website [www.nabard.org](http://www.nabard.org) free of cost.

### **2.9 Warranty period:**

The warranty will commence from the date of acceptance of Machine Installation Report (MIR). Vendor/Bidder shall provide on-site free maintenance services for trouble shooting of hardware and related software problems and replacement of parts free of charge, during the warranty period of 3 years.

### **2.10 Indemnity:**

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

The vendor / bidder shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- (i) an act or omission of the vendor / bidder, its employees or its agents in the performance of the services provided by this contract.
- (ii) breach of any of the terms of this Tender or breach of any representation or warranty by the vendor / bidder.
- (iii) use of the deliverables and or services provided by the vendor / bidder.
- (iv) Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The vendor / bidder shall further indemnify NABARD against any loss or damage to NABARD's premises or property, NABARD's data, loss of life, etc., due to the acts of the vendor's / bidder's employees or representatives. The successful Vendor / Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format (Part I –

Annexure 7) within 10 (ten) days of commissioning of systems / equipment.

**2.11 Price Composition:**

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

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

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc., However, if there is any reduction on account of government taxes, duties, local levies, etc., during the offer validity period, the same shall be passed on to NABARD.

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

**2.12 Import Obligations:**

In the event of it being necessary to import any materials of foreign manufacture, the Vendor/Bidder should obtain the same against his own normal license quota and should not look to NABARD for any assistance whatsoever for their procurement.

**2.13 Terms of Payment**

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

90% of the total cost of Hardware & Software Components shall be paid on supply and installation and on submission of the Machine Installation Report (MIR) accepted by the competent authority of NABARD. The remaining 10% shall be released on satisfactory Supply, Installation and Commissioning of Hardware/Software.

**2.14 Term of execution of work:**

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

**2.15 Timely completion and Liquidated Damages:**

If the Vendor/Bidder fails to effect and complete the work within the time as stipulated under the Section: "Term of execution of work", the Vendor/Bidder shall be liable to pay NABARD liquidated damages and not by way of penalty, a sum of 1% of the contract price for each completed week of delay in completion of work. The Vendor's/Bidder's such liability for the delay in completing the work shall not in any case exceed 5 % of the contract price (To be adjusted against the Tax Invoice).

**2.16 Agreement:**

The issue of Purchase Order by NABARD shall be construed as a binding contract.

**2.17 Confidentiality:**

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

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

**2.18 Settlement of disputes by Arbitration:**

- a) The bid and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b) All settlement of disputes or differences whatsoever, arising between NABARD and the Bidder out of or in connection to the construction, meaning and operation or effect of this bid or in the discharge of any obligation arising under this bid whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement shall be resolved amicably between the NABARD's representative and the Bidder's representative.
- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Bidder a panel of five names of persons who shall be presently unconnected with NABARD or the Bidder. The Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall there upon without delay appoint the said person as the sole arbitrator. If the Bidder fails to select the person as sole arbitrator within 30 days of receipt of the notice from panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever; another person shall be appointed by NABARD from the above list of persons.
- d) The venue of the arbitration shall be at Thiruvananthapuram and the language of arbitration shall be English.
- e) The award of Arbitration shall be final and binding on both the parties.
- f) Work under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by NABARD to the Bidder shall be withheld on account of the ongoing arbitration proceedings. If any, unless it is the subject matter, or one of the

subject matters thereof.

### **2.19 Order cancellation**

- a) NABARD reserves its right to cancel the entire/unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:-
- b) Delay in delivery of the ordered equipment, etc., beyond **three weeks** from the date of acceptance/receipt of the work order (except with written permission from NABARD).
- c) Delay in installation and commissioning of the system **beyond four weeks** from the date of acceptance/receipt of the work order (except with written permission from NABARD).
- d) Any other appropriate reason incidental to clause (a) & (b) above.

### **2.20 Right to Accept or Reject the Bid**

NABARD shall reserve the right to accept/ reject and cancel the bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of bid/ issue of acceptance letter/ sale order/ delivery order/ deposit of the full sale value by the bidder, without assigning any reason therefor and the value of such material, if paid for, shall be refundable. NABARD shall not be responsible for damage/ loss to bidders on account of such withdrawal at any stage from the sale.

### **2.21 Force Majeure**

**2.21.1** The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

**2.21.2** For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

**2.21.3** In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

**2.21.4** In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

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

### **2.22 Evaluation Process**

Only quotations received on or before the stipulated date and time for responding to the

Tender will be considered for further evaluation. The evaluation process will include:-

- a) Evaluation of Tender response; (this may include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, compliance to technical requirement.)
- b) The final decision regarding selection of Vendor/Bidder will be taken by NABARD after technical as well as commercial bid preferred by the bidders. NABARD reserves the right to reject any or all proposals fully or partially.
- c) Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.

### **2.23 List of buy back Hardware**

Hardware listed are under buy back arrangement on 'as-is-where-is' basis and the vendor has to make his own arrangement to collect these items. The buyback item available is only Fifteen (15) Printers and the vendors / bidders shall necessarily quote for buyback of items.

### **2.24 Inspection by Bidders**

In view of the 'as-is-where-is' condition, bidders are advised to quote rates after inspection of items at the site. The bidder or his authorized representative may inspect the materials at our office premises on **(23.10.2024) between 15.00 hrs and 17.00 hrs without causing inconvenience to functioning of office.** The items will be available for inspection in Department of Information and Technology (DIT), 4<sup>th</sup> floor, NABARD, Punnen Road, Statue, Post Box No. 220, Thiruvananthapuram- 695001.

**Annexure-1**

**(Covering Letter for Submission of Offer)**

**The Chief General Manager  
National Bank for Agriculture and Rural Development  
Kerala Regional Office  
Punnen Road, Statue  
Post Box No. 220  
Thiruvananthapuram – 695001.**

Dear Sir,

**Sub: Tender for Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on 'as-is-where-is' basis for NABARD's Kerala Regional Office at Thiruvananthapuram**

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

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

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

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

**Annexure-2**  
**Specimen of Letter of Authorization**

To

**The Chief General Manager**  
**National Bank for Agriculture and Rural Development**  
**Kerala Regional Office**  
**Punnen Road, Statue**  
**Post Box No. 220**  
**Thiruvananthapuram – 695001.**

Dear Sir

**Sub: Tender for Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on 'as-is-where-is' basis for NABARD's Kerala Regional Office at Thiruvananthapuram**

We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Bank's RFP/Tender dated \_\_\_\_\_ for \_\_\_\_\_.

We also confirm having read and understood the terms of RFP/Tender as well as the scope of work & requirements.

As per the terms of RFP/Tender, we nominate Mr/Ms \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the bidding process.

NABARD shall contact the above named official for any and all matters relating to the bidding process.

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

Signature with company seal	
Name -	Name of Authorized Representative
Company / Organization -	Designation of Authorized Representative
Designation within Company / Organization -	Signature of Authorized Representative
Address of Company / Organization -	Verified by



### Annexure-3

#### Manufacturer's Authorization Form (MAF)

(On Manufacturer's letter head)

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

No. \_\_\_\_\_ dated \_\_\_\_\_

To

**The Chief General Manager  
National Bank for Agriculture and Rural Development  
Kerala Regional Office  
Punnen Road, Statue  
Post Box No. 220  
Thiruvananthapuram – 695001.**

Dear Sir

We \_\_\_\_\_ who are  
established \_\_\_\_\_ and \_\_\_\_\_ reputed \_\_\_\_\_ manufacturer  
\_\_\_\_\_ having \_\_\_\_\_ organization \_\_\_\_\_ at  
\_\_\_\_\_ and \_\_\_\_\_ do  
hereby \_\_\_\_\_ authorize  
M/s \_\_\_\_\_ (Name and  
address of Agent / Dealer) to offer their quotation, negotiate and conclude the contract with  
you against the above tender.

We hereby extend our full guarantee and warranty as per terms and conditions of the  
TENDER and the contract for Hardware/ Software (any other suits, please mention, if  
applicable) supply, installation, commissioning, services and support offered against this  
tender by the above firm.

Yours faithfully,  
(Name)

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

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

**Annexure-4**

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

**The Chief General Manager  
National Bank for Agriculture and Rural Development  
Kerala Regional Office  
Punnen Road, Statue  
Post Box No. 220  
Thiruvananthapuram – 695001.**

Dear Sir,

**Sub: Tender for Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on 'as-is-where-is' basis for NABARD's Kerala Regional Office at Thiruvananthapuram**

We hereby confirm that in the unlikely event of M/s \_\_\_\_\_ failing to fulfill their obligations with respect to all-inclusive maintenance service contract for

\_\_\_\_\_ products to be installed in your premises, we undertake to render these services directly (or through another reputed System Integrator) to you at the same terms and conditions as Proposed by M/s. \_\_\_\_\_.

This assurance will be valid for a minimum period of three years after handing over of the installation and for a further period as may be decided on the basis of a joint review after expiry of three years.

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

Yours faithfully

For

(Name & Designation)

**Annexure- 5  
Detailed Specifications**

**1. 3 in 1 Network Laser Printers– No. of devices required – 18 nos**

**MAKE:** .....

**MODEL:** .....

<b>Sl. No</b>	<b>Component</b>	<b>Minimum Specification</b>	<b>Specification offered by Vendor</b>
1.	Resolution	1200x1200 dots per inch (dpi)	
2.	Print Speed	28 pages per minute or above	
3.	Document Feed type	ADF/DADF	
4.	Duplex Printing	Automatic two-sided printing/scanning	
5.	RAM	64 MB or more	
6.	Connectivity	Hi speed USB 3.0 and Ethernet 10/100/1000	
7.	Warranty	Minimum 3 years Comprehensive onsite warranty from OEM	

- **The specifications offered may be clearly indicated.**
- **“Yes” under specifications offered will not be accepted**

## Annexure-6

### **Organizational / Financial Profile of the Vendor/ Bidder**

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

Year	Sales turnover (Rs. Lakh)	Net Profit (Rs. Lakh)
2023-24		
2022-23		
2021-22		
List of reputed major Corporate Customers to whom the similar solution is provided	<i>Furnish details in the following format. Important : Indicate the contact details of at least 3 years</i>	

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

Signature of Vendor/Bidder \_\_\_\_\_

Name: \_\_\_\_\_

**Note: To be furnished on Vendor's /Bidder's letterhead**



**Annexure - 7**  
**Specimen of Letter of Indemnity and Undertaking**  
(to be submitted on letterhead by the successful bidder)

To

**The Chief General Manager**  
**National Bank for Agriculture and Rural Development**  
**Kerala Regional Office**  
**Punnen Road, Statue**  
**Post Box No. 220**  
**Thiruvananthapuram – 695001.**

Dear Sir

**Sub: Tender for Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on 'as-is-where-is' basis for NABARD's Kerala Regional Office at Thiruvananthapuram**

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail \_\_\_\_\_ (type of procurement) at \_\_\_\_\_ (place) as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

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

We, the said \_\_\_\_\_ (bidder) hereby also agree to indemnify and keep

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

#### SCHEDULE

(Please list all the hardware/software supplied to NABARD for providing this service)

Yours faithfully

(Name and Designation) of Authorized Official

**Annexure- 08**  
**List of Printers available for Buyback**  
(On as-is-where-is basis)

Sr. No.	PROD UCT	Make	Model	Serial no of product	Warranty Start Date	Warranty End date
1	Printer	HP	HP Laserjet M1522Nf	CNG8B210S0	24-02-2010	24-05-2011
2	Printer	HP	HP Laserjet M1522Nf	CNG8B210DR	24-02-2010	24-05-2011
3	Printer	Canon	Canon LBP251dw	NEKA021048	10-04-2017	09-04-2020
4	Printer	Canon	Canon LBP251dw	NEKA021046	10-04-2017	09-04-2020
5	Printer	Canon	Canon LBP251dw	NEKA020753	10-04-2017	09-04-2020
6	Printer	Canon	Canon LBP251dw	NEKA021041	10-04-2017	09-04-2020
7	Printer	Canon	Canon LBP251dw	NEKA021044	10-04-2017	09-04-2020
8	Printer	Canon	Canon LBP251dw	NEKA021045	10-04-2017	09-04-2020
9	Printer	Canon	Canon LBP251dw	NEKA021043	10-04-2017	09-04-2020
10	Printer	Canon	Canon LBP251dw	NEKA021044	10-04-2017	09-04-2020
11	Printer	HP	HP Laserjet Pro Mfp M706N	CNBXJDX4H0	20-02-2017	20-05-2018
12	Printer	Canon	Canon Mf 237W	WQT02911	28-03-2017	28-03-2020
13	Printer	Canon	Canon Mf 237W	WQT02774	28-03-2017	28-03-2020
14	Printer	HP	LaserJet Pro MFP M226Dw	CNB7H72449	24-11-2016	23-11-2018
15	Printer	HP	LaserJet Pro MFP M226Dw	CNB7H5T2VG	09-08-2016	08-08-2018

**Note:**

- 1) It is mandatory for the L1 bidder to buyback above items after the award of tender.
- 2) Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
- 3) The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
- 4) Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.

- 5) Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
- 6) The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
- 7) The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- 8) Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.



## **Annexure- 9 (Articles of Agreement)**

ARTICLES OF AGREEMENT made this day of \_\_\_\_\_ between NABARD, Thiruvananthapuram having its Head Office at Mumbai (hereinafter called "the employer") of the one part and \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (hereinafter called "the Vendor / contractor") of the other part.

Whereas the Employer is desirous of carrying out the work of Supply, installation, testing & commissioning of \_\_\_\_\_ at National Bank for Agriculture & Rural Development, Kerala Regional Office, Punnem Road, Statue, Post Box No. 220, Thiruvananthapuram – 695001) has caused specifications describing the work to be done and prepared by Kerala Regional Office , NABARD, Thiruvananthapuram.

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

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

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the vendors / contractors shall upon and subject to the said conditions execute and complete the work shown upon the said location and described in the said specifications and the Schedule of Quantities.
2. The employer shall pay the vendor/contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said Conditions herein before mentioned, the Chief General Manager, Kerala Regional Office, NABARD, Thiruvananthapuram shall act on behalf of the National Bank for Agriculture and Rural Development.
4. The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This contract is neither a fixed lump sum Contract nor a Piece work Contract but is a Contract to carry out the work in respect of supply, installation, testing & commissioning of \_\_\_\_\_ at National Bank for Agriculture & Rural Development, Kerala Regional Office, Punnem Road, Statue, Post Box No. 220,



NABARD

Thiruvananthapuram – 695001 in Kerala to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable quantities provided in the said Conditions.

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

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

9. All payments by the Employer under this Contract will be made only at Thiruvananthapuram.

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

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

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

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

SIGNATURE CLAUSE:

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

S / Shri. \_\_\_\_\_  
(Name and designation)

In the presence of  
(i) \_\_\_\_\_

Address \_\_\_\_\_

Signed and sealed by the vendor/contractor by the hand of  
S / Shri \_\_\_\_\_

and duly constituted attorney. If the Vendor/contractor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association. If the vendor/ contractor is signing by the hand of power of attorney, then whether a company or individual to be specified: \_\_\_\_\_

**Annexure 10**  
**(Bank account details for E-payment)**  
[To be submitted on Letter Head]

Sl. No	Account details	
1	Beneficiary Name and address	
2	Bank and Branch Name with address to which funds should be remitted	
3	Branch code	
4	Beneficiary A/c number	
5	IFSC code of the Bank Branch to which funds would be remitted	
6	Account type of beneficiary account No. [SB/CA]	
7	Cancelled Cheque (to be enclosed)	

Note: In future, whenever there will be any change in the above account details, the same will be intimated to NABARD.

Signature of Authorized Official with stamp:

Name:

Date:

**Enclosed: One Cancelled Cheque Leaf**

**Annexure - 11**  
**PRE CONTRACT INTEGRITY PACT**

**(To be submitted on Rs. 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)(Tenders without Pre-Contract Integrity Pact on Rs.200 stamp paper shall be rejected out rightly)**

(The pre Contract integrity pact soft copy is to be uploaded on the web site & hard copy is to be submitted to NABARD Regional Office, Punnen Road, Statue, Thiruvananthapuram)

**Between**

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as  
“The Principal”

**And**

..... hereinafter referred to as “The Bidder/Contractor”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for Tender of **“Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on ‘as-is-where-is’ basis for NABARD’s Kerala Regional Office at Thiruvananthapuram”**. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution: Notice Inviting Tender for **Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on 'as-is-where-is' basis for NABARD's Kerala Regional Office at Thiruvananthapuram**

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

## **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process. Notice Inviting **Tender for Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on ‘as-is-where-is’ basis for NABARD’s Kerala Regional Office at Thiruvananthapuram**

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

### **Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors**

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is: Note: The Name of the Independent External Monitor (IEM) are Dr. Sanjay Kumar Panda, IAS (Retd.) Ward No.3, Sideshwar Sahi, Cuttack City, Cuttack district, Odisha 753008, email id: sanjaypandaias@gmail.com (Mob:8527661800), and Shri. Jagdeep Kumar Ghai, PTA & FS (Retd), Flat 1032, A wing, Vanashree society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai, Pin 400706, email id: jkghai@gmail.com (Mob:6869422244).

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to

all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case. Notice Inviting **Tender for Supply, Installation, Testing & Commissioning of Eighteen (18) Printers under buy back arrangement on 'as-is-where-is' basis for NABARD's Kerala Regional Office at Thiruvananthapuram**

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

## Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)

Signature:

(SIGNATURE OF THE TENDERER)

Name:

Name:

Date \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Place \_\_\_\_\_

Witness 1: (Name & Address)

Witness 1: (Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2: (Name & Address)

Witness 2: (Name & Address)

\_\_\_\_\_

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## **Bid Specific Terms and Conditions:**

### **Generic**

**1.OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **2.Service & Support**

**Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site 7 / 14 warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

### **3.Generic**

a) Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address:

NABARD

KERALA REGIONAL OFFICE

PUNNEN ROAD, STATUE, THIRUVANANTHAPURAM

KERALA

PIN 695012

b) **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

c) Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period.

d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

e) Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

### **4.Buyback for Non PFMS / Non GPA**

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC

Excel sheet for explanation to Buyback ATC							
S	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.

4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.

5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.

6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.

7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.

8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.

12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.

13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non-GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

#### **5. OEM**

**IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

**Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

\*\*\*\*\***End of Tender**\*\*\*\*\*