

INVITATION TO TENDER
AND
INSTRUCTIONS TO TENDERERS

**FOR SUPPLY, INSTALLATION & COMMISSIONING OF DESKTOP
COMPUTERS AND LAPTOPS**

Tender Ref. No: NABFINS/012/2023-24

NABFINS LIMITED, Bengaluru



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NABFINS LIMITED

FOR SUPPLY, INSTALLATION & COMMISSIONING OF DESKTOP COMPUTERS & LAPTOPS

NABFINS Limited Invites Tenders from the vendors for the supply of Desktop computers and laptops as per specifications given in the schedules (Annexure I) attached to the Tender form annexed hereto. The details of the Tender are given below

1	Bid Document Availability	Bid document can be downloaded from Company's website www.nabfins.org from 10.00 am on 13 th Feb, 2024 till 3.00 pm on 05 th March, 2024.
3	Pre bid meeting	20 th Feb, 2024 at 11:00 AM
4	Last date for submission of Tender	05 th March, 2024 till 3:00 PM
5	Date and time of opening of Tender	Opening of Technical bid –05 th March, 2024 at 03:00 PM. Opening of Financial bid – will be communicated to Bidders who qualify the technical bid.
6	Address for Communication and submission of Tender	Chief Information Officer NABFINS Limited, 3072, 14 th cross, Banashankari , K R Road, Bengaluru – 560 070
7	Name and telephone number of the contact person	Ms. Adeeshaya D Mob: 8848663637 Mr. Nikesh Venugopal, Mob: 8861233112
8	Earnest Money Deposit	<p>Rs. Fifty thousand only (50,000/-) by the way of remittance to NABFINS Limited account (details mentioned below). The UTR of the transaction and screenshot should be indicated in the bid document.</p> <p><i>*All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.</i></p> <p>Bank Account details: Acct no.: 32635856611 IFSC Code: SBIN0003286</p>



		<p>Branch: SBI Jayanagar II Block branch</p> <p>The EMD of unsuccessful bidders will be returned without any interest whatsoever within 30 days of awarding of the contract.</p> <p>The EMD of the successful bidder shall be retained as performance security. The same shall be returned without any interest whatsoever within 30 days of receipt of installation report.</p> <p>Tender without EMD shall be rejected.</p>
9	Specification of the IT assets & Quantity (equipment)	Annexure I
10	Documents to be submitted	<p>Tender documents shall be submitted in two cover bid mode.</p> <p>Envelop 'A' Technical Bid: (Need to write "Technical Bid" on the envelop)</p> <ul style="list-style-type: none"> a) Technical bid as per Annexure II & III b) Brochure given by OEM c) Declaration letter from OEM for genuine Operating system for the quoted products. d) Authorised partner certificate e) Acceptance Certificate as per Annexure IV f) Organizational / Financial Profile of the Vendor/Bidder as per Annexure V with Chartered Accountant (CA). g) Bidders Eligibility Criteria as per Annexure VI h) Undertaking by the Authorized Signatory of the Vendor/Bidder as per Annexure VII i) Integrity pact as per Annexure VIII j) Self-Declaration Certificate for Land Border Annexure IX k) List of physical service centers of the OEM with the location details to be enclosed l) Checklist X <p>Envelop 'B' Financial Bid: (Need to write "Financial Bid" on the envelop)</p> <ul style="list-style-type: none"> m) Financial bids as per Annexure XI <p>"Technical bid" and "Financial bid", both the Envelopes are to be sealed in Master Envelope. Bidder should write "Tender for Desktops & Laptops NABFINS/012/2023-24" on the Master envelope</p>



11	Validity of price quotation	The price quoted shall be valid for a period of 180 days from the last date of opening of financial bid. NABFINS LIMITED may place purchase order with the successful bidder for the supply of assets as per the specification mentioned in this Tender with quoted cost during the 6 months' period of validity. Further, NABFINS LIMITED may issue purchase order for the supply of additional IT asset over and above the quantity mentioned in Annexure – I during this period.
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DISCLAIMER

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of NABFINS Limited (Company), is subject to the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender document is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advices / clarifications.

The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Company with the selected Bidder.

The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this Bid stage.

The Company also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

The issue of this Tender does not imply that the Company is bound to select a Bidder and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by the Company or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding process.



Tender Notification



NABFINS Limited, Bengaluru

Ref. No.: NABFINS/012/2023-24

Date: 13-02-2024

TENDER NOTICE

Sealed Tenders are invited from the vendors/suppliers for the supply of Desktops & Laptops.

Information relating to the Tender can be viewed and the Tender documents can be downloaded from our website www.nabfins.org.

The sealed Tenders should reach the undersigned on or before 5th March, 2024 till 3:00 PM



Sd/-
12/2/24

Sd/-

Chief Information Officer

INSTRUCTIONS WITH REGARD TO SUBMISSION OF TENDER

1. BIDDER QUALIFICATIONS

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

- a) The product offered should comply with the specifications indicated in detailed specifications of the hardware/software. The bidder should submit supporting documents along with the Technical Offer.
- b) The bidder should be direct channel partner of the OEM and should be the one-point contact for the entire project.
- c) The bidder should provide the Manufacturer's Authorised partner certificate. The Authorised partner certificate should not be older than 3 financial years preceding the financial year in which the Tender / quotation is being submitted. Offers without proper Authorised partner certificate shall be treated as incomplete and shall be rejected.
- d) The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part of Technical Offer (Annexure VII).
- e) The vendor/bidder should be a profit making entity for the past 3 (three) years and its Annual Turnover during each of the last 3 years should not be less than Rs.100 lakhs. This should be individual Company's turn over and net profit and not that of group of companies. Certificate issued by company's Chartered Accountant stating the profit and turnover for past 3 years should be provided as part of Technical offer.
- f) Bidder should have supplied not less than 25 nos. of the IT asset quoted during the current financial year or in the last financial year. viz. 2023-24 or 2022-23
- g) The Vendor/Bidder should mandatorily furnish pre-contract integrity pact, as per Annexure VIII. The Vendor/Bidder has to submit the same duly signed on a non-judicial stamp paper of Rs.200/- at the time of submission of the Tender document.
- h) All bidders regardless of whether they share land border with India are required to mandatorily submit Self Declaration Certificate in respect of self as well as OEMs whose product they are offering as per the format given in Annexure IX. Any bidder/OEM from a country which shares a land border with India will be eligible to bid in this Tender only if the bidder/OEM is registered with the Competent Authority (i.e. Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)).



- i) OEM should have at least 15 years' experience in manufacturing Desktop PCs and Laptops.
- j) Availability of Physical Service centers of OEM in the country should be not be less than 200 locations. The location and details to be furnished at the time of bid submission.

2. Earnest Money Deposit (EMD):

The Vendor/Bidder shall furnish an EMD for an amount of Rs. 50,000/- (Rupees Fifty Thousand only) by the way of Bank Transfer to NABFINS LIMITED, Bangalore at the following bank account:

Account No: 32635856611

IFSC Code: SBIN0003286

Branch: SBI Jayanagar II Block branch

The EMD should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition viz., Bid Security of Rs.50,000/- (Rupees Fifty Thousand only) shall result in summary rejection of the Quotation/Bid.

The EMD shall be forfeited if

- 1) The Vendor/Bidder withdraws his offer during the period of validity of the bid.
- 2) The Vendor/Bidder does not fulfil the contract obligations.

Agreement:

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

Confidentiality:

The details of the proposed purchase shall be treated as confidential information between NABFINS LIMITED and Vendor/Bidder. Any such information shall not be passed on in part or in full to any third party without NABFINS LIMITED'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 NABFINS LIMITED. Unless required under law, Bidder/Vendor assures NABFINS LIMITED 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 NABFINS LIMITED.

Order cancellation:

NABFINS LIMITED 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: -



- a) Delay in delivery of the ordered equipment, etc., beyond eight weeks from the date of acceptance/receipt of the work order/Purchase Order (except with written permission from NABFINS LIMITED).
- b) Any other appropriate reason incidental to clause (a) above.

Right to Accept or Reject the Bid

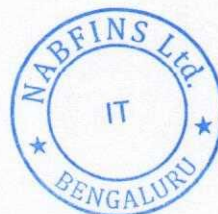
NABFINS LIMITED shall reserve the right to accept/ reject and cancel the bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of bid/ issue of acceptance letter/ sale order/ delivery order/ deposit of the full sale value by the bidder, without assigning any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

Force Majeure

- a) 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.
- b) 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.
- c) 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.
- d) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem.
- e) Notwithstanding above, the decision of NABFINS LIMITED shall be final and binding on the Bidder.

3. BID PRICE:

- a) The prices should be quoted in Indian Rupees only.
- b) All duties, taxes and other levies payable by the vendor shall be included in the total price. The cost of insurance, packing, forwarding, if any, shall be borne by the bidder
- c) NABFINS may issue single purchase order for full quantity or multiple purchase orders as and when required.
- d) The total quantity indicated in Annexure I is indicative only.



- e) NABFINS may issue purchase order for additional number of assets over and above what is mentioned in Annexure I during the validity period.
- f) Corrections, if any, shall be made by crossing out, initialling, and re-writing.
- g) The rates quoted by the bidder shall be valid for 180 days from the last date of opening financial bid and the Purchase Order issued during the period will be supplied at the same rate.
- h) Each bidder shall submit only one quotation. If more than one bid is submitted, all the bids submitted by the bidder shall be rejected.
- i) Price bids shall be signed by the person authorized by the Vendor/Bidder.

4. AWARD OF CONTRACT:

The purchaser will award the contract to the bidder

- a) Whose quotation has been determined to be complying to all the terms and conditions laid down for submission of the Tender,
- b) The products meet the specifications mentioned in Annexure I and
- c) The price quoted (Column "G" of Financial Bid) is the lowest among the bidders.

It may be noted that the evaluation of bids and award of contract is item wise i.e. contract for desktops, and laptops can be given to different vendors based on lowest quotation price, provided the specifications of the product are as per Annexure I.

1. Notwithstanding the above, the purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
2. The Company reserves the right to place the orders for individual items with different bidders, wherever applicable.

5. Right to Acceptance:

The Company does not bind itself to accept the lowest on any Tender and reserves the right of accepting the whole or any part of the Tender or portion of the quantity offered, wherever applicable, and the bidder shall supply the same at the rate quoted.

The bidder, whose bid is accepted, will be notified for the award of contract by the purchaser prior to expiry of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.

6. DELIVERY:

All the goods ordered shall be delivered with proper packing within eight weeks (8 weeks) from the date of issue of Purchase Order.

All the goods shall be delivered at the Registered Head Office of NABFINS Limited, Bangalore.



7. TERMS OF PAYMENT:

Payment shall be made by the Company

1. After delivery of entire items and quantity as mentioned in purchase order at NABFINS Limited, Head Office, Bangalore.
2. After the submission of installation report.

The successful bidder may give the details of bank and Account into which the payments are to be made.

Normal commercial warranty/guarantee shall be applicable to the supplied goods. .

8. DELIVERY OF TENDER:

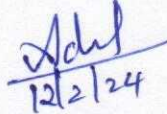
Both technical bid and financial bid to be placed in envelope. The Envelope must be super scribed with "Tender for Desktops & Laptops/ NABFINS/012/2023-24" along with Tender reference number.

The sealed Tender should be addressed to:

**Chief Technology Officer
NABFINS Limited
3072, 14th cross, K R Road
Bengaluru - 560 070**

Bids in sealed covers should reach the above address latest by 05th March, 2024 till 3:00 PM. Tenders submitted after the specified time shall not be considered and no intimation will be sent in this regard.

The Company reserves the Right to reject any Tender which fails to comply with the above instructions. All Tenders should be sent by Post or through messenger, to drop the Tender in the sealed Tender box provided in the office. It is the responsibility of the Tenderer to see that his Tender offer is delivered by the specified time at the above address. All further communication should be addressed to the officer named above and by title only.


12/2/24 Sd/-
Chief Information Officer

Annexure I

Specification for Laptops (Core I5):

Quantity required: 48 Nos.

Sl. No.	Component	Minimum Specifications
1.	CPU	Intel Core I5 12 th Gen Processor or above /equivalent
2.	Memory	8 GB (DDR4) 3200 MHz
3.	Display	14 inches 1366X768 Anti-Glare
4.	Storage	512 GB NVMe SSD
5.	Connectivity	10/100/1000 Gigabit Ethernet Port, WiFi 6 802.11 ax, Bluetooth 5.0
6.	Ports	USB 3. X Port: 1 no. or more USB Type-C Port: 1 no. or more HDMI Port : 1 no.
7.	Power Supply & Battery	Integration Li-Ion 40 Whr battery/ Battery Backup minimum 4 hours
8.	Operating System	Windows 11 Pro preloaded (No Volume based license allowed)
9.	Multimedia	Inbuilt Speakers, Integrated Microphone, Integrated Webcam
10.	Keyboard & Mouse	Integrated backlit Keyboard, Inbuilt Touchpad
11.	Others	Laptop weight – Less than 1.75 Kg, Laptop Backpack (Bag) Security lock hole should be available
12.	Warranty	3 Years Comprehensive On-site warranty from the OEM for laptop & 1-year Comprehensive On-site warranty for battery & Charger. (note: not by vendor)
13.	Compliance – Energy Efficiency	RoHS-complaint, ENERGY STAR & TPM 2.0 hardware



Specification for Desktop (Core I5) PC:**Quantity required: 145 Nos.**

Sl. No.	Component	Minimum Specifications
1.	CPU	Intel Core I5 12 th Gen Processor or above /equivalent
2.	Memory	8 GB (DDR4) 3200 MHz
3.	Chipset	Intel H series motherboard Intel Chipset Motherboard with on board/ discrete Graphics, sound card and Ethernet port
4.	Form Factor	Small Form Factor
5.	Monitor	21.5"
6.	HDD	512 GB NVMe SSD
7.	Ports	6 USB (at least 2 on the front side and at least 2 USB 3.0)
8.	Key Board / Mouse	Standard Keyboard and USB Optical / laser scroll mouse
9.	Operating System	Windows 11 Pro preloaded (No Volume based license allowed)
10.	Compliance	Energy Star Compliance, RoHS, TPM 2.0 hardware
11.	Warranty	Three-year Comprehensive on-site warranty provided by OEM (note: not by vendor)

Note:

- Vendors should quote the cost in format provided by NABFINS Limited.
- All the pages of this document should have seal and signature of the vendor.
- Price validity: Six months from date of opening of Financial Bid
- Delivery Details: Bidder should provide the assets within eight weeks from the date of issue of Purchase Order.



Annexure II
Technical Bid format for Laptops (Core I5)

Component	Specification Required	Details of Specification of the item proposed to be supplied	Whether it complies to specification Yes/No
Brand			
Model No:			
CPU	Intel Core I5 12 th Gen Processor or above /equivalent		
Memory	8 GB (DDR4) 3200 MHz		
Display	14 inches 1366X768 Anti-Glare		
Storage	512 GB NVMe SSD		
Connectivity	10/100/1000 Gigabit Ethernet Port, WiFi 6 802.11 ax, Bluetooth 5.0		
Ports	USB 3. X Port: 1 no. or more USB Type-C Port: 1 no. or more HDMI Port : 1 no.		
Power Supply & Battery	Integration Li-Ion 40 Whr battery/ Battery Backup minimum 4 hours		
Operating System	Windows 11 Pro preloaded (No Volume based license allowed)		
Multimedia	Inbuilt Speakers, Integrated Microphone, Integrated Webcam		
Keyboard & Mouse	Integrated backlit Keyboard, Inbuilt Touchpad		
Others	Laptop weight – Less than 1.75 Kg, Laptop Backpack (Bag) Security lock hole should be available		
Warranty	3 Years Comprehensive On-site warranty from the OEM for laptop & 1-year Comprehensive On-site warranty for battery & Charger. (note: not by vendor)		
Compliance – Energy Efficiency	RoHS-complaint, ENERGY STAR & TPM 2.0 hardware		

If there is any additional feature available for the product describe below box:



Annexure III
Technical Bid format for Desktop Computer (Core I5)

Component	Specification Required	Details of Specification of the item proposed to be supplied	Whether it complies to specification Yes/No
Brand			
Model No:			
CPU	Intel Core I5 12 th Gen Processor or above /equivalent		
Memory	8 GB (DDR4) 3200 MHz		
Chipset	Intel H series motherboard Intel Chipset Motherboard with on board/ discrete Graphics, sound card and Ethernet port		
Form Factor	Small Form Factor		
Monitor	21.5"		
HDD	512 GB NVMe SSD		
Ports	6 USB (at least 2 on the front side and at least 2 USB 3.0)		
Key Board / Mouse	Standard Keyboard and USB Optical / laser scroll mouse		
Operating System	Windows 11 Pro preloaded (No Volume based license allowed)		
Compliance	Energy Star Compliance, RoHS, TPM 2.0 hardware		
Warranty	Three-year Comprehensive on-site warranty provided by OEM (note: not by vendor)		

Note: all the accessories of the desktop should be of the same brand (Monitor, Keyboard, mouse etc..)

If there is any additional feature available for the product describe below box:



Annexure IV
Acceptance Certificate

1. I/ We, _____ Son / Daughter /Wife of _____ Proprietor / Director / authorized signatory of the agency / Firm, mentioned above, is competent to sign this declaration and execute this Tender document;
2. I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by them;
3. I do hereby certify that the rates of each items have been quoted in the Financial Bid.
4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of Tender at any stage.
5. I, do hereby certify that our firm has neither been blacklisted by any of the Govt. Organization / Public Sector / Pvt. Limited Company, etc. with which the firm had contracted for supply of IT infrastructure during the last three years nor has been penalised by such Offices/organizations for supply of poor/spurious materials etc.
6. The supply of items / services will be done as per the specification mentioned in the Tender form.

Signature of authorised person

Full Name:

Date:

Place:

Seal:



Annexure V

Organizational / Financial Profile of the Vendor/Bidder

1	Constitution: <i>(Tick one)</i>	Proprietary/Partnership/Private Ltd. /Public Ltd.
2	Established since:	
3	Address & Mobile number for Communication:	
4	Classification: <i>(Tick one)</i>	Solution provider/ System Integrator/Hardware vendor/ Bidder/ Software Developer
5	If Joint Venture, then specify names of Partners in the Service Support Co, JV	
6	Others <i>(please specify)</i>	(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	Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers of the bidder.	L1 Name: Contact Number: Email: L2 Name: Contact Number: Email: L3 Name: Contact Number: Email:
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Signature of Vendor/Bidder
Name:



Annexure VI
Bidders Eligibility Criteria

Sl. No.	Eligibility Criteria	Details of Eligibility	Supporting Document
1	Turnover of the Company- Minimum -RS.100 Lakh during last 3 Financial Years, viz. 2022-23, 2021-22, 2020-21	2022-23-Rs. _____ Lakhs 2021-22-Rs. _____ Lakhs 2020-21-Rs. _____ Lakhs	Certificate from Chartered Accountant indicating the turnover and profit year-wise.
2	Company should have earned profits in the last 3 Financial Years, viz. 2022-23, 2021-22, 2020-21	2022-23-Rs. _____ Lakhs 2021-22-Rs. _____ Lakhs 2020-21-Rs. _____ Lakhs	
3	Bidder should have supplied not less than 25 nos. of the IT asset quoted during the current financial year or in the last financial year. viz. 2023-24 or 2022-23		Copy of Purchase Order clearly indicating the number and make of IT assets supplied.
4	Number of locations where OEM Service Support Centres are available for catering to the products being offered.		
5	Service Centre Details of OEM <i>(List of physical service centres of the OEM with the location details to be enclosed)</i>	Service Centre Address details of OEM Address: Email: Contact Number:	
6	Bidder should be direct channel partner of the OEM and should be the one-point contact for the entire project.		
7	Number of years of experience of OEM in manufacturing Desktop PCs and Laptops		



Annexure VII

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

NABFINS LIMITED,
#3072, 14th Cross, K. R. Road,
Banashankari 2nd Stage,
Bengaluru – 560 070,
Karnataka, India

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Supply/Services.

For -----

Authorised Signatory

Date:



Annexure VIII

INTEGRITY PACT

Between

NABFINS LIMITED

hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s FOR THE SUPPLY OF DESKTOPS AND LAPTOPS. 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 Monitor(IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

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



- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary's, contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e) The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s) Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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



Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

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

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

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

Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission of NABARD. 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 NABFINS LIMITED is

Shri Jagdeep Kumar Ghai, PTA & FS(Retd),

Flat 1032, A Wing, Vanashree Society

Sector 58 A&B, Palm Beach Road,

Nerul, Navi Mumbai, Pin 400 706

Email Id: jkghai@gmail.com

Mobile: 9869422244

(2) The Monitor is not subject to instructions by the representatives of the parties and Performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

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

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of



Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

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

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

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

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge / determined by the Chairman of NABARD.

Section 10 - Other provisions

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

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

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

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

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



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

(For & On behalf of the principal)

(For & on behalf of the
Bidder/Contractor)

(Office seal)

(Office seal)

Place:

Date:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



Annexure IX

SELF DECLARATION CERTIFICATE

(To be furnished by OEM and bidder separately in their respective letter heads)

I have read the office memorandum F. No. 6/18/2019-PPD dated: 23-07-2020, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division Inserting Rule 144(xi) in GFRs 2017 which defines clauses regarding restriction on procurement from a bidder of a Country which shares a land border with India. I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

(Where bidder/OEM whose products are being offered is from a country sharing land border with India, evidence of valid registration by the Competent Authority shall be attached mandatorily)

Sl. No.	Bidder / OEM Name	Is bidder/OEM from a country which shares a land border with India? (Yes/No) (If yes, please attach the evidence of valid registration)

Signature of authorised person

Full Name:

Date:

Place:

Seal:



Annexure X
CHECKLIST OF DOCUMENTS TO BE ATTACHED WITH THE BID

Sl. No.	Documents	Yes/No
1	Technical bid as per Annexure II & III	
2	Brochure given by OEM	
3	Declaration letter from OEM for genuine Operating system for the quoted products.	
4	Authorised partner certificate	
5	Acceptance Certificate as per Annexure IV	
6	Organizational / Financial Profile of the Vendor/Bidder as per Annexure V with Certificate from Chartered Accountant	
7	Bidders Eligibility Criteria as per Annexure VI	
8	Undertaking by the Authorized Signatory of the Vendor/Bidder as per Annexure VII	
9	Integrity pact as per Annexure VIII	
11	Self-Declaration Certificate for Land Border Annexure IX	
12	Windows certificate from Microsoft should be submitted. Proposed model number should be mentioned on the certification report. OEM should be genuine and authorized listed vendor in Microsoft engagement.	
13	List of physical service centers of the OEM with the location details to be enclosed	

Important Notice: An incomplete offer bid (with one or more documents in the checklist missing) may summarily be rejected. In order to aid the bidders in submitting the bid, the checklist is included in the bid Document. The bidders must duly fill this and submit along with the technical bid.



Annexure XI

FINANCIAL BID FOR SUPPLY, INSTALLATION & COMMISSIONING OF DESKTOP COMPUTERS & LAPTOPS

Tender Ref. No: NABFINS/012/2023-24

Name of Vendor / Bidder:

Sl. No.	Description	Qty. (Nos)	Unit Price excluding GST (Rs.)	Total excluding GST (Rs.)	GST (Rs.)	Total including GST (Rs.)
A	B	C	D	E = (C X D)	F	G = (E+F)
1	Laptops (Mention Brand & Model no.)	48				
2	Desktops (Mention Brand & Model no.)	145				
					Total: (Inclusive of tax)	
Net Amount in words: (Inclusive of tax)						

I/we have understood & agree to the terms and conditions of contract as mentioned in Tender
(Ref: NABFINS/012/2023-24)

Date: _____

Place: _____

Stamp & Signature of Bidder

