# INVITING BIDS FROM SUPPLIERS/VENDORS FOR THE SUPPLY, INSTALLATION, COMMISSIONING OF SERVERS AND SUPPLY, INSTALLATION OF OPERATING SYSTEM & SQL

Tender Ref. No: NABFINS/005/2025-26

NABFINS LIMITED, Bengaluru

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# **NABFINS LIMITED**

NABFINS Limited inviting Tenders from Supplier / Vendors for the supply, installation, commissioning of servers and supply, installation of operating system & MS SQL 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 11.00 am on 26 <sup>th</sup> June, 2025 till 03.00 pm on 17 <sup>th</sup> July, 2025
2	Pre bid meeting	10 <sup>th</sup> July, 2025 at 11:00 AM
3	Last date for submission of Tender	17 <sup>th</sup> July, 2025 till 3:00 PM
	Date and time of	Opening of Technical bid –17 <sup>th</sup> July, 2025 at 03:30 PM.
4	opening of Tender	Opening of Financial bid – will be communicated to Bidders who qualify the technical bid.
	Address for Communication and	Chief Technology Officer
5	submission of Tender	NABFINS Limited, 3072, 14 <sup>th</sup> cross, Banashankari , K R Road, Bengaluru – 560 070
6	Name and telephone number of the contact person	Ms. Ipsa Akankshya Mob: 9938752509 email: ipsa.akankshya@nabfins.org  Mr. Nikesh Venugopal
		Mob: 8861233112, email: nikesh.v@nabfins.org
	Earnest Money Deposit	₹50,000/- (Rupees Fifty Thousand only) by the way of remittance to NABFINS Limited account (details mentioned below). The UTR of the transaction and screenshot should be indicated in the technical bid document.  *All MSEs having registration as per provisions of the Public
7		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.

		Bank Account details:  Acct no.: 32635856611  IFSC Code: SBIN0003286  Branch: SBI Jayanagar Il Block branch  The EMD of unsuccessful bidders will be returned without any interest whatsoever within 30 days of awarding of the contract.  The EMD of the successful bidder shall be retained as performance security. The same shall be returned without any interest whatsoever within 30 days from the date of delivery and installation of servers	
	Specification of	*Tender without EMD shall be rejected.	
8	Servers, Operating System & SQL licenses	Annexure I	
9	Documents to be submitted	Tender documents shall be submitted in two cover bid mode.  Envelop 'A' Technical Bid: (Need to write "Technical Bid" on the envelop)  a) Technical bid as per Annexure II, b) Brochures of the quoted products c) Declaration letter from OEM for genuine Operating system for the quoted products. d) Manufacturer Authorization Form (MAF) e) Acceptance Certificate as per Annexure III f) Undertaking by the Authorized Signatory of the Vendor/Bidder as per Annexure VI g) Bidders eligibility criteria Annexure V h) Integrity pact as per Annexure VII i) Self-Declaration Certificate for Land Border Annexure VIII j) Checklist IX  Envelop 'B' Financial Bid: (Need to write "Financial Bid" on the envelop) k) Financial bids as per Annexure X  "Technical bid" and "Financial bid", both the Envelopes are to be sealed and need to be placed in Master Envelope. Master	

		envelop also has to be sealed. Bidder should write "Tender for Servers - NABFINS/005/2025-26" on the Master envelope  Note: If any of the envelop found unsealed, bid will be rejected.
10	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 equipment's/software over and above the quantity mentioned in Annexure – I during this period.

#### 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/005/2025-26 Date: 26-06-2025

# **TENDER NOTICE**

Sealed Tenders are invited from suppliers / vendors for the supply, installation, commissioning of servers and supply, installation of operating system & MS SQL as per specifications given in the schedules (Annexure I) at NABFINS LIMITED Head office Bangalore.

The tender document will be available in NABFINS LIMITED website from 26-06-2025.

The sealed Tenders should reach the undersigned on or before  $17^{th}$  July, 2025 till 3:00 PM

Sd/-

**Chief Technology Officer** 

#### INSTRUCTIONS WITH REGARD TO SUBMISSION OF TENDER

# 1. BIDDER QUALIFICATIONS

Offers are invited only from Suppliers / Vendors 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. MAF need to be attached.
- c) 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 III).
- d) The Annual Turnover of the Bidder during each of the last 03 financial years (2022-23, 2023-24 and 2024-25) shall not be less than Rs. 5.00 crore. Duly Certified turnover statement by the Auditor of the bidder or Charted Accountant.
- e) The bidder should have a positive net worth for the last 03 financial years (2022-23, 2023-24 and 2024-25). Duly Certified net worth statement by the Auditor of the bidder or Charted Accountant.
- f) The Vendor/Bidder should mandatorily furnish pre-contract integrity pact, as per Annexure VII. The Vendor/Bidder has to submit the same duly signed on a non-judicial stamp paper of Rs.500/- at the time of submission of the Tender document.
- g) 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 VII. 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)).
- h) The quoted product's OEM should have at least 15 years' experience in manufacturing Servers.
- i) 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 six 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 therefor 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**

No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.

The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 21 days after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABFINS determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the bidder, then NABFINS may terminate this Agreement effective immediately upon delivery of notice of termination to 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) Corrections, if any, shall be made by crossing out, initialling, and re-writing.
- e) 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.
- f) Each bidder shall submit only one quotation. If more than one bid is submitted, all the bids submitted by the bidder shall be rejected.
- g) 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.

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 six weeks from the date of issue of Purchase Order.

All the goods shall be delivered and commissioned at the stock room of NABFINS LIMITED, Registered Head Office at 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 successful installation, commissioning and 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 Servers NABFINS/005/2025-26" along with Tender reference number.

The sealed Tender should be addressed to:

Chief Technology Officer NABFINS Limited 3072, 14<sup>th</sup> cross, K R Road Bengaluru - 560 070 Bids in sealed covers should reach the above address latest by 17<sup>th</sup> July, 2025 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 at NABFINS LIMITED Head Office, Bangalore. 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.

Sd/-Chief Technology Officer

# Annexure I

# **Scope of Work:**

- Delivery of servers at NABFINS Head Office, Bangalore
- Mounting the servers on the rack
- Installation of OS, RAID Configuration as per NABFINS requirements.
- Active Directory & Domain Services Installation and group policy installation as per NABFINS requirements.
- WSUS need to install and configure.
- Installation of SQL
- Commissioning the servers
- Submission of installation report

# **Specification for Server Type I:**

# Qty. required: 1

Sl. No.	Component	Minimum Specifications	
1.	Form factor	2U	
2.	Processor	Intel Xeon Silver 4514Y 2G, 16C/32T, Processor 16GT/s, 30M Cache, Turbo, HT (150W) X 2	
3.	Chipset	Intel® C741	
4.	Memory (RAM)	64 GB: 2 x 16 GB, DDR5	
5.	Storage	12TB 7.2K RPM NLSAS 12Gbps 512e 3.5in Hot-plug Hard Drive x 4 Nos	
6.	RAID	Hardware RAID controller which supports RAID 5	
7.	Network Options	2 x 1GbE LOM card	
8.	Front Ports	1 x Micro-AB USB port 1 x USB 2.0 1 x VGA	
9.	Rear Port	1 x USB 2.0 1 x USB 3.0 1 x Serial (optional) 1 x VGA	
10.	Power Supply	Hot-Plug Power Supply, 800W X 2	
11.	Keyboard & Mouse	Optical Keyboard & Mouse	
12.	Operating System	Windows Server 2025 STANDARD ROK (16 core)	
13.	Database	Microsoft SQL 2022 Standard volume license + 5 nos. of CAL model (in NABFINS name)	
14.	Warranty	3 Years Comprehensive On-site warranty from the OEM	

# **Specification for Server Type II:**

# Qty. required: 2

factor ssor et ory (RAM)	Intel Xeon Silver 4514Y 2G, 16C/32T, Processor 16GT/s, 30M Cache, Turbo, HT (150W) X 2  Intel® C741	
et	Cache, Turbo, HT (150W) X 2  Intel® C741	
ory (RAM)		
	64 GB: 2 x 16 GB, DDR5	
ge	8TB 7.2K RPM NLSAS 12Gbps 512e 3.5in Hot-plug Hard Drive x 4 Nos	
	Hardware RAID controller which supports RAID 5	
ork Options	2 x 1GbE LOM card	
Ports	1 x Micro-AB USB port 1 x USB 2.0 1 x VGA	
Port	1 x USB 2.0 1 x USB 3.0 1 x Serial (optional) 1 x VGA	
r Supply	Hot-Plug Power Supply, 800W X 2	
oard & Mouse	Optical Keyboard & Mouse	
ting System	Windows Server 2025 STANDARD ROK (16 core).	
anty	3 Years Comprehensive On-site warranty from the OEM	
	Ports  Port  Supply  Pard & Mouse  Iting System	

# Note:

- Vendors should quote the cost in format provided by NABFINS Limited.
- Vendor need to affix seal and signature on all the pages of this document.
- Price validity: Six months from date of opening of Financial Bid
- Delivery Details: Bidder should provide the assets within (06) six weeks from the date of issue of Purchase Order.

# **Annexure II Technical Bid format for Server Type I**

Brand:				
Model	No:			
SI. No.	Component	Minimum Specifications	Yes/No	Comments
1.	Form factor	2U		
2.	Processor	Intel Xeon Silver 4514Y 2G, 16C/32T, Processor 16GT/s, 30M Cache, Turbo, HT (150W) X 2		
3.	Chipset	Intel® C741		
4.	Memory (RAM)	64 GB: 2 x 16 GB, DDR5		
5.	Storage	12TB 7.2K RPM NLSAS 12Gbps 512e 3.5in Hot- plug Hard Drive x 4 Nos		
6.	RAID	Hardware RAID controller which supports RAID 5		
7.	Network Options	2 x 1GbE LOM card		
8.	Front Ports	1 x Micro-AB USB port 1 x USB 2.0 1 x VGA		
9.	Rear Port	1 x USB 2.0 1 x USB 3.0 1 x Serial (optional) 1 x VGA		
10.	Power Supply	Hot-Plug Power Supply, 800W X 2		
11.	Keyboard & Mouse	Optical Keyboard & Mouse		
12.	Operating System	Windows Server 2025 STANDARD Operating System.		
13.	Database	Microsoft SQL 2022 Standard volume license + 5 nos. of CAL model		
14.	Warranty	3 Years Comprehensive On-site warranty from the OEM		

If there is any additional feature available for the product describe below box: 15

# Technical Bid format for Server Type II

del	No:			
SI. No.	Component	Minimum Specifications	Yes/No	Comments
1.	Form factor	2U		
2.	Processor	Intel Xeon Silver 4514Y 2G, 16C/32T, Processor 16GT/s, 30M Cache, Turbo, HT (150W) X 2		
3.	Chipset	Intel® C741		
4.	Memory (RAM)	64 GB: 2 x 16 GB, DDR5		
5.	Storage	8TB 7.2K RPM NLSAS 12Gbps 512e 3.5in Hot- plug Hard Drive x 4 Nos		
6.	RAID	Hardware RAID controller which supports RAID 5		
7.	Network Options	2 x 1GbE LOM card		
8.	Front Ports	1 x Micro-AB USB port 1 x USB 2.0 1 x VGA		
9.	Rear Port	1 x USB 2.0 1 x USB 3.0 1 x Serial (optional) 1 x VGA		
10	Power Supply	Hot-Plug Power Supply, 800W X 2		
11	Keyboard & Mouse	Optical Keyboard & Mouse		
12	Operating System	Windows Server 2025 STANDARD Operating System.		
13	. Warranty	3 Years Comprehensive On-site warranty from the OEM		

# Annexure III Acceptance Certificate

1.	I/	We,	Son / Daughter /Wife of
			Proprietor / Director / authorized signatory of the agency / Firm, mentioned
abov	ve, is c	ompetent	to sign this declaration and execute this Tender document;
	have canem;	arefully r	ead and understood all the terms and conditions of the Tender and undertake to abide
3. I	do her	eby certif	y that the rates of each items have been quoted in the Financial Bid.
best	of my	y knowle	documents furnished along with the above application are true and authentic to the dge and belief. I/We, am/ are well aware of the fact that furnishing of any false ated document would lead to rejection of Tender at any stage.
Sect duri	or / Pong the	vt. Limite	fy that our firm has neither been blacklisted by any of the Govt. Organization / Public d Company, etc. with which the firm had contracted for supply of IT infrastructure ree years nor has been penalised by such Offices/organizations for supply of rials etc.
6. T	he sup	ply of ite	ms / services will be done as per the specification mentioned in the Tender form.
Sign	ature (	of authori	sed person
Full	Name	:	
Date	<b>:</b> :		
Plac	e:		
Seal	:		

# Annexure IV Organizational Profile of the Vendor/Bidder

1	Constitution:	Proprietary/Partnership/Private Ltd.
	(Tick one)	/Public Ltd.
2	Established since:	
3	Name, Address & Mobile number for Communication:	
4	Classification: (Tick one)	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 (please specify)	(Position and Designation)
7	Name(s) of Proprietor(s) / Partner(s) / Directors (s)	
8	Escalation matrices indicating contact person, telephone number, email of L1, L2, L3 support managers of the bidder.	L1 Name: Contact No: Email:

		L2
		Name: Contact No: Email: L3
		Name: Contact No: Email:
9	PAN No:	
10	GST No:	
11	Bank Account details	Name of bank:  A/c. No:  Branch:  IFSC code:

Signature of Vendor/Bidder Name:

# Annexure V Bidder's eligibility Criteria

Sl. No.	Eligibility Criteria	Details of Eligibility	Supporting Document
1	Bidder should have supplied not less than 03 nos. of Servers during the current financial year or in the last financial year.		Copy of Purchase Order clearly indicating the number and make of IT assets supplied.
	The Annual Turnover of the Bidder during each of the last 03 financial years (2022-23, 2023-24 and 2024-25) shall not be less than Rs. 5.00 crore.		Duly Certified turnover statement by the Auditor of the bidder or Charted Accountant.
	The bidder should have a positive net worth for the last 03 financial years (2022-23, 2023-24 and 2024-25).		Duly Certified net worth statement by the Auditor of the bidder or Charted Accountant.
2	No. of location were OEM support service centres are available for the quoted products. (Need to attach list of service centre with contact numbers & address)		
3	Bidder should be direct channel partner of the OEM and should be the one-point contact for entire project.  (MAF to be attached.)		
4	No. of years of experience of OEM in manufacturing the Servers		

Signature of Vendor/Bidder Name:

# Annexure VI

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

UNDERTAKING	REGARDING BL	ACKLISTING / 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 VII**

(Print on Rs. 500/- stamp paper)

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 Servers. 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 serf 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) Place:	(Office seal)		
Date:			
Witness 1.			
Witness 1: (Name & Address)			
Witness 2:			
(Name & Address)			

#### **Annexure VIII**

# 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)

SI. 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)
1		
2		
3		
4		
5		
6		

6		
Signatu	are of authorised person	
Full Na	ime:	
Date:		
Place:		
Seal:		

# **Annexure IX**

# **CHECKLIST TO BE ATTACHED WITH THE TENDER**

SI. No.	Documents	Yes/No
1	Technical bid as per Annexure II,	
2	Brochure of the products quoted	
3	Declaration letter from OEM for genuine Operating system for the quoted products.	
4	Manufacturer authorization form (MAF)	
5	Acceptance Certificate as per (Annexure III)	
6	Organizational Profile of the Bidder (Annexure IV)	
7	Bidder's eligibility Criteria (Annexure V)	
8	Integrity pact as per (Annexure VII) (need to be printed in Rs. 500/- stamp paper)	
9	Self-Declaration Certificate for Land Border (Annexure VIII)	
10	Evidence for the supply of 3 nos. of servers during current financial year or previous financial year.  Copy of purchase orders)	
11	Duly Certified turnover statement by the Auditor of the bidder or Charted Accountant.	
12	Duly Certified net worth statement by the Auditor of the bidder or Charted Accountant.	
13	Financial Bid (Annexure X)	

**Important Notice:** Any of the above documents are not submitted along with the bid, the bid will be summarily rejected.

# 

# Tender Ref. No: NABFINS/005/2025-26

SI. No.	Description	Qty. (Nos)	Unit Price excluding GST (Rs.)	Total excluding GST (Rs.)	GST (Rs.)	Total including GST (Rs.)
A	В	C	D	E=(C x D)	F	G=(E+F)
1	Server Type I (including SQL license)	1				
2	Server Type II	2				
3	Installation & Commissioning charges	3				
	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/005/2025-26)						
Date:	Date:					
Place:	Place: Stamp & Signature of Bid				e of Bid	