



**Bankers Institute of Rural Development (BIRD)**

Sector-H, LDA Colony, Kanpur Road  
LUCKNOW -226012 (Uttar Pradesh)

**Tender for Supply, Installation, Testing & Commissioning (SITC)  
of AIOs, Desktop PCs, Laptops & Printers (under buy-back  
arrangement on “as is where is” basis) for BIRD, Lucknow**

Bankers Institute of Rural Development (BIRD), Lucknow, invites sealed tenders from authorized Dealers/ Vendors/Bidders for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers (under buy-back arrangement on “as is where is” basis) for BIRD, Lucknow

The Tender Document can be downloaded from BIRD's website  
<https://birdlucknow.nabard.org>

**This Document contains 55 pages**



## **Part-I Technical Bid**

**Notice Inviting Tender (NIT) for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers (under buy-back arrangement on “as is where is” basis) at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow - 226012**

### **Important dates and information**

Date of issue of Tender	28 November 2022
Pre Bid Meeting	02 December 2022, 1530 hours
Time and last date for submission of Tender	19 December 2022, 1500 hours
Earnest Money Deposit (EMD)	₹ 92,000/-
Time and date of opening of Technical bids	19 December, 2022, 1530 hours
Time and date of opening of Financial / Price Bids	Will be communicated to technically qualified bidders.

Tender Documents to be submitted and addressed to:

The Director  
BIRD, Lucknow  
Sector-H, LDA Colony, Kanpur Road,  
Lucknow – 226012  
e-mail: [dit.bird.lko@nabard.org](mailto:dit.bird.lko@nabard.org) & [bird@nabard.org](mailto:bird@nabard.org)  
Website: <https://birdlucknow.nabard.org>

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## Notice Inviting Tender

Ref No **BIRD.LKO/DIT/11 / 2022-23**

Date: 28 November 2022

Dear Sir,

### **Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow**

Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860. It has been promoted by National Bank for Agriculture & Rural Development (NABARD), having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012.

2. Bankers Institute of Rural Development (BIRD), Lucknow intends to invite sealed Tenders for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” from authorized dealers / bidders located at Lucknow under buy-back arrangement basis.

3. You are therefore requested to submit your tender in sealed envelopes in two parts i.e. Technical Bid and Price Bid for the captioned work as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this tender document. The tender document will be available to the bidders for download from 28 November, 2022 onwards on the link <https://birdlucknow.nabard.org> (under “Tender” in the website home page). The tender document will be available on the website till the last date of submission. The bidders are expected to thoroughly read the tender document so as to understand all aspects of the work as well as other terms & conditions before submission of tender documents

4. The Pre-Bid meeting will be held on 02 December, 2022 at 1530 hours at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012. To be eligible to participate in the pre-bid meeting, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 3 working days prior to the date of pre-bid meeting by email on [dit.bird.lko@nabard.org](mailto:dit.bird.lko@nabard.org). All the clarifications of the pre-bid meeting will be part of tender and will be uploaded only on BIRD website <https://birdlucknow.nabard.org>.

5. Sealed tenders should be submitted separately as advised below:

- a) In two Envelopes indicating clearly '**Envelope No.1**' – **Technical Bid** and '**Envelope No.2**' – **Price Bid**. The envelopes should be addressed to The Director, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012, and super-scribed **“Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012”.**

Tenderer may place Envelopes 1 & 2 in a 3<sup>rd</sup> big envelope. The last date and time for submission of tender is on **19 December at 1500 hours**. Unsealed bid/envelop (Either envelop 1, 2 or 3) will not be accepted and summarily rejected.

**Envelope No.1** shall contain;

- a. Section-I: Form of Tender.
- b. Section- II: Articles of Agreement.
- c. Section-III: Instructions to Tenderers / Bidders and General Conditions of Contract.
- d. Annexure-I: Proforma for bank account details.
- e. Annexure-II: Covering letter for submission of Tender
- f. Annexure-III : Letter of Authorization
- g. Annexure-IV: Backup commitment from manufacturer for system maintenance.
- h. Annexure-V: Letter of Indemnity and Undertaking
- i. Annexure – VI :Pre Contract Integrity Pact
- j. Annexure-VII: Pre-Qualification Criteria
- k. Annexure-VIII: Detailed specification of AIOs, Desktop PCs, Laptops & Printers
- l. Annexure-IX: Data sheet of Equipment's offered by the tenderer/bidder
- m. Annexure-X : Manufacturer's Authorization Form (MAF)
- n. Annexure XI : Detail of AIO/Desktop PCs/Laptops and 3 in 1 Printers under buyback
- o. Separate **Earnest Money Deposit (EMD) of ₹ 92,000/- (Rupees Ninety Two Thousand only)** by way of only online mode/ fund transfer through NEFT etc. to Bankers Institute of Rural Development Current Account Number-921020044058630 maintained with Axis Bank, MG Marg, Lucknow-226001 (IFSC Code- UTIB0000053). Tender without EMD shall be rejected.
- p. Documentary evidence of deposit in the form of UTR / Receipt Voucher is to be enclosed along with the duly filled, signed & complete tender document in all respects. Tender without EMD shall be rejected.
- q. Technical aspects of the offer.
- r. Duly filled in prequalification documents.
- s. Signed and stamped copy of Pre-bid clarifications, if any.

**Envelope No. 1** (Technical Bid) will be opened on the same day as that of last date & time for submission of tender in the presence of bidders' representatives, if they choose to be present.

**Envelope No. 2** shall contain:

1. The Price Bid complete in all respects, duly sealed and addressed to 'The Director, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow- 226012'. The price bid should not contain any conditions whatsoever and any conditional bids shall be rejected.
2. Envelope No. 2 (Price Bid) will be opened on some suitable date and time, which will be communicated separately only to technically qualified bidders.

Further it is advised to Bidder that:

1. The rates quoted by the bidder should comprise of Base Rate per unit including GST (as applicable) separately as indicated in Bill of Quantity (Price Bid). Bidder, submitting the tender should furnish their Proof of Registered Office Address and Service Centres for proper service during the warranty period or as and when required. Bidders should also be ready to repair / replace the spare parts, if required, after the warranty period also, as per the requirement placed by BIRD.
2. The envelopes super scribed with the name of tender should be dropped in the tender box placed at the 1<sup>st</sup> Floor of the above office, **on or before 1500 hours on 19 December, 2022.**

3. Before final submission of tender, for any clarification in connection with buyback of AIOs, Desktop PCs, Laptops & Printers system as indicated in the Annexure-XI, if required, you may visit our office from 10:00 hrs. to 17:00 hrs. on any working day from Monday to Friday.
4. The captioned work shall be done under buy-back arrangement.
5. The time period of completion of the work is 1 month from the date of issue of work order.
6. The tender document of the firms who fulfill the eligibility criteria will be considered for evaluation and only their price bids will be opened.
7. All documents that comprise the tender should be signed and stamped by the tenderer / bidder, as a token of acceptance of the terms and conditions specified in the tender.
8. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
9. BIRD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.
10. BIRD reserves the 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 BIRD's website only.
11. Tenderer should inspect the site and other conditions up to their satisfaction before tendering/quoting. No further correspondence will be entertained with the bidder /firm after the due date for submission of tender documents to our office.
12. The successful bidder shall execute an agreement with BIRD in accordance with the standard format enclosed within 07 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

Yours faithfully

Sd/-  
[Mukesh Vats]  
Joint Director

# निविदा आमंत्रण सूचना

निविदा सं बर्ड.लख./ डीआईटी /11/2022-23

28 नवम्बर 2022

महोदया / महोदय,

**बर्ड लखनऊ, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ में " एआईओ, डेस्कटॉप पीसी, लैपटॉप और प्रिंटर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) " के लिए निविदा**

बैंकर ग्रामीण विकास संस्थान (बर्ड) एक स्वायत्त प्रशिक्षण संस्थान है, जो सोसाइटी पंजीकरण अधिनियम, 1860 के तहत एक सोसायटी के रूप में पंजीकृत है। इसे राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) द्वारा प्रमोट किया गया है, इसका कार्यालय सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ - 226012 में स्थित है।

2. बैंकर ग्रामीण विकास संस्थान (बर्ड), लखनऊ स्थित अधिकृत सूचीबद्ध डीलरों / बोलीदाताओं से ("जैसा है, जहां है" के आधार पर खरीद-वापस व्यवस्था के तहत) एआईओ, डेस्कटॉप पीसी, लैपटॉप और प्रिंटर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) के लिए मुहरबंद निविदाएं आमंत्रित करता है।

3. आपसे अनुरोध है कि आप अपनी निविदा एक सील लिफाफे में दो भागों में निविदा दस्तावेजों में दिये गए विवरण के अनुसार प्रस्तुत करें, तकनीकी निविदा और वाणिज्यिक निविदा। निविदा दस्तावेज निविदाताओं के लिए इंटरनेट से डाउनलोड करने के लिए लिंक <https://birdlucknow.nabard.org> पर (वेबसाइट होम पेज में निविदा के तहत) 28 नवम्बर 2022 से उपलब्ध होगा। निविदा दस्तावेज, वेबसाइट पर निविदा जमा करने की अंतिम तिथि तक उपलब्ध रहेगा। निविदाताओं से अपेक्षा की जाती है कि वे निविदा दस्तावेज को अच्छी तरह से पढ़ लें ताकि निविदा दस्तावेज जमा करने से पहले कार्य के सभी पहलुओं एवं अन्य नियम और शर्तों को समझ सकें।

4. पूर्व निविदा बैठक 1530 बजे 02 दिसम्बर 2022 को बर्ड, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ -226012 पर आयोजित की जाएगी। पूर्व-बोली में भाग लेने के लिए, बोली लगाने वाले को पहले ही एक साइट सर्वेक्षण और काम की समग्र व्यवहार्यता के बारे में खुद को संतुष्ट करना चाहिए। पूर्व बोली बैठक में मांगे जा रहे स्पष्टीकरणों को [dit.bird.lko@nabard.org](mailto:dit.bird.lko@nabard.org) पर ईमेल द्वारा पूर्व बोली बैठक की तारीख से कम से कम 5 कार्य दिवस से पहले लिखित रूप में प्रस्तुत किया जाना चाहिए। बोली-पूर्व बैठक के सभी स्पष्टीकरण निविदा का हिस्सा होंगे और BIRD वेबसाइट (<https://birdlucknow.nabard.org>) पर अपलोड किए जाएंगे।

**5. नीचे बताए अनुसार सील निविदाएं अलग से प्रस्तुत की जानी चाहिए:**

- अ) दोनो लिफाफे में स्पष्ट रूप से 'लिफाफा नंबर 1' - तकनीकी बोली और 'लिफाफा नंबर 2' - मूल्य बोली लिखा जाना चाहिए। लिफाफों पर "बर्ड, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ -226012 में एआईओ, डेस्कटॉप पीसी, लैपटॉप और प्रिंटर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) के लिए निविदा" लिखा जाना आवश्यक है एवं लिफाफे को "निदेशक, बर्ड, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ -226012", को संबोधित किया जाना चाहिए।
- आ) बोली दाता द्वारा लिफाफा 01 और 02 को तीसरे बड़े लिफाफे में रखा जाए। निविदा प्रस्तुत करने की अंतिम तिथि और समय 1500 बजे 19 दिसम्बर 2022 है।।

**लिफाफा नंबर 01 में शामिल होगा;**

- अ) खंड – I : निविदा का फॉर्म।  
आ) खंड – II: करार के लेख  
इ) खंड – III : निविदाताओं / बोलीदाताओं को अनुबंध की सामान्य शर्तों के निर्देश।  
ई) अनुलग्नक – I : बैंक खाते के विवरण के लिए प्रोफार्मा।  
उ) अनुलग्नक – II: निविदा जमा करने का उपरिपत्र

- क) अनुलग्नक – III : प्राधिकरण के पत्र
- ख) अनुलग्नक – IV : सिस्टम रखरखाव के लिए निर्माता से बैकअप प्रतिबद्धता।
- ग) अनुलग्नक – V : क्षतिपूर्ति एवं वचनबद्धता पत्र
- घ) अनुलग्नक – VI : प्री कॉन्ट्रैक्ट इंटीग्रिटी पैकट
- ण) अनुलग्नक- VII : पूर्व योग्यता मानदंड
- त) अनुलग्नक- VIII : विक्रेता द्वारा एआईओ, डेस्कटॉप पीसी, लैपटॉप और प्रिंटर का विस्तृत विवरण
- थ) अनुलग्नक- IX : निविदाकर्ता/बोलीदाता द्वारा प्रस्तावित उपकरणों की डाटा शीट
- द) अनुलग्नक- X : निर्माता का प्राधिकरण फॉर्म (MAF)
- न) अनुलग्नक- XI : बायबैक के तहत एआईओ/डेस्कटॉप पीसी/लैपटॉप और 3 इन 1 प्रिंटर का विवरण
- ओ) बयाना धन जमा (EMD रु. 92,000 / - (रुपये बयानबे हजार केवल) एनईएफटी या फंड ट्रांसफर आदि के माध्यम से बैंकर्स ग्रामीण विकास संस्थान के एक्सिस बैंक, एमजी मार्ग, लखनऊ-226001 के चालू खाता संख्या-92102004058630 आईएफएससी कोड -यूटीआईबी000053) में जमा की जानी चाहिए। ईएमडी के बिना निविदा अस्वीकार कर दी जाएगी।
- ओ) एनआईएफटी आदि के माध्यम से या फंड ट्रांसफर के रूप में बयाना धन जमा करने पर यूटीआर / रसीद वाउचर के दस्तावेजी सबूत पूर्ण निविदा दस्तावेज के साथ संलग्न किया जाना है। ईएमडी के बिना निविदा निरस्त कर दी जाएगी।
- औ) प्रस्ताव के तकनीकी पहलू
- अं) पूर्व योग्यता दस्तावेज विधिवत भरा हुआ
- अः) पूर्व-बोली स्पष्टीकरण की हस्ताक्षरित और मुद्रांकित प्रति, यदि कोई हो।

**लिफाफा नंबर 01** (तकनीकी बोली) निविदा प्रस्तुत करने की अंतिम तिथि और समय के दिन ( जो बोलीदाता उपस्थित रहना चाहते हैं) उन बोलीदाताओं के प्रतिनिधियों की उपस्थिति में खोली जाएगी

**लिफाफा नंबर 02 में शामिल होगा:**

- अ. मूल्य बोली पूरी तरह से मुहर बंद और निदेशक, बर्ड , सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ- 2260 012 'को संबोधित की जानी चाहिए। मूल्य बोलियों में कोई भी शर्त शामिल नहीं होनी चाहिए और कोई भी सशर्त बोली अस्वीकार की जाएगी।
- आ. लिफाफा नंबर 02 (मूल्य बोली) किसी उचित तारीख और समय पर खोली जाएगी जिसके संबंध में केवल तकनीकी रूप से योग्य बोलीदाताओं को अलग से सूचित किया जाएगा।

**इसके अलावा बोलीदाता / विक्रेता को यह सलाह दी जाती है कि:**

- अ) निविदाता / बोलीदाता द्वारा उद्धृत दरों में बिल की मात्रा (मूल्य बोली) के अनुसार बेस रेट प्रति यूनिट जीएसटी सहित (जैसा लागू हो) शामिल होना चाहिए। निविदाता को निविदा दस्तावेज जमा करना, वारंटी अवधि के दौरान या जब आवश्यक हो, एआईओ, डेस्कटॉप पीसी, लैपटॉप और प्रिंटर की उचित सेवा और रखरखाव के लिए पंजीकृत कार्यालय पते और सेवा केंद्रों के अपने प्रमाण प्रस्तुत करना चाहिए। यदि आवश्यक हुआ तो बर्ड द्वारा रखी गई आवश्यकता के अनुसार वारंटी अवधि के बाद भी बोलीदाताओं को स्पेयर पार्ट्स की मरम्मत / बदलने के लिए भी तैयार होना चाहिए।
- आ) निविदा के नाम के साथ लिफाफे को उपरोक्त कार्यालय के प्रथम तल पर रखे गए टेंडर बॉक्स में 1500 बजे 19 दिसम्बर 2022 तक या उससे पहले जमा किया जाना चाहिए।
- इ) निविदा दस्तावेजों को अंतिम रूप देने से पहले, Annexure-XI में दिए गए एआईओ, डेस्कटॉप पीसी, लैपटॉप और प्रिंटर का buyback सिस्टम के संबंध में किसी भी स्पष्टीकरण के लिए, यदि आवश्यक हो, तो आप 10:00 बजे से 17:00 बजे तक किसी भी कार्य दिवस (सोमवार से शुक्रवार) पर हमारे कार्यालय में संपर्क कर सकते हैं।
- ई) उपयुक्त काम खरीद-वापस व्यवस्था के तहत किया जाएगा।
- उ) कार्य पूरा होने की समयावधि कार्य आदेश जारी करने की तारीख से 01 महीना है!
- ए) पात्रता मानदंडों को पूरा करने वाली फर्मों के निविदा दस्तावेज पर मूल्यांकन के लिए विचार किया जाएगा और केवल उनकी कीमत बोली खोली जाएगी
- ऐ) निविदा में शामिल सभी दस्तावेजों पर निविदादाता द्वारा हस्ताक्षरित और मुहर लगाई जानी चाहिए, निविदा में निर्दिष्ट नियमों और शर्तों को स्वीकार किया जाना चाहिए।
- ऑ) कार्यों के पूरा होने में देरी के लिए परिसमापित नुकसान को स्वीकृत निविदा के मूल्य का 0.25% लगाया जाएगा यह स्वीकृत निविदा के मूल्य के अधिकतम 5% के अधीन होगा।
- ओ) बर्ड को किसी भी फर्म / फर्मों के हिस्से या संपूर्ण में किसी भी / सभी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार

सुरक्षित है।

- ओ) बर्ड के निविदा दस्तावेज के किसी भी या सभी प्रावधानों को बदलने / संशोधित / संशोधित करने का अधिकार सुरक्षित है। इस तरह के संशोधन / संशोधन या शुद्धिपत्र / परिशिष्ट, यदि कोई हो, केवल बर्ड की वेबसाइट (<https://birdlucknow.nabard.org>) पर उपलब्ध कराए जाएंगे।
- औ) निविदाता को निविदा / निविदा से पहले अपनी संतुष्टि तक मौजूदा साइट और अन्य स्थितियों का निरीक्षण करना चाहिए। हमारे कार्यालय को निविदा दस्तावेज जमा करने की नियत तिथि के बाद बोली लगाने वाले / फर्म के साथ कोई पत्राचार नहीं किया जाएगा
- अं) सफल निविदादाता प्रस्ताव की स्वीकृति की तारीख से 07 दिनों के भीतर संलग्न मानक प्रारूप के अनुसार बर्ड के साथ एक करार को निष्पादित करेगा। इसे निष्पादित न करने पर निविदादाता की बयाना राशि जब्त की जा सकती है।

ह./-

[मुकेश वत्स ]

संयुक्त निदेशक

# Section-I

## Form of Tender

Date:

Place:

The Director  
BIRD  
Sector-H, LDA Colony,  
Kanpur Road,  
Lucknow-226012

Dear Sir

**Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow**

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

### MEMORANDUM

a)	Description of work	“Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD, Lucknow
b)	Earnest Money	₹ 92,000/-
c)	Time allowed for completion of the work	30 days
d)	Retention Money Deposit (RMD)	5% from every R.A. Bill, maximum 5% of actual value of work

2. We understand that the time for completion shown above shall be reckoned from the date of issue of the Letter of Work Order.

(Signature and Seal of applicant)

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

Our Bankers are:

- 1.
- 2.

The names of partners of our firm are:

- 1.
- 2.
- 3.

Name of the partner of the firm Authorized to sign:

OR

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

Yours faithfully

Signature of Tenderer

## **Section-II**

### **Articles of Agreement**

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the Bankers Institute of Rural Development (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Tenderer") of the other part.

WHEREAS the Employer is desirous of executing the work viz., "Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers" at, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226 012.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to any infrastructure after the completion of such works.
7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the Tenderer hereby agrees to complete the entire work within one month from the date of issue of work order subject nevertheless to the provision for extension of time.

9. All payments by the Employer under this contract will be made only at Lucknow.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have the jurisdiction to determine the same to the exclusion of all other courts.
11. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.
12. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the -renderer is a company).

**Signature Clause**

SIGNED AND DELIVERED by the Bankers Institute of Rural Development by the hand of

Shri  
(Name & Designation)

In the presence of:

**Witness # 1**

Signature:

Name:

Address:

**Witness # 2**

Signature:

Name:

Address:

**SIGNED AND DELIVERED by the Bidder**

**SIGNED AND DELIVERED by**

If the bidder is a partnership firm should be signed by all or on behalf of all the partners in the presence of :

The COMMON SEAL OF :  
Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on :

Directors who have signed these presents in token thereof.

If the bidder signs under Presents of the common seal, the signature clause should tally with the sealing clause in the Article of Association

**SIGNED AND DELIVERED by the Bidder the hand of Shri.**

If the bidder is signing by the Hand of Power of Attorney, Whether a company or an Individual.

Duly Constituted Attorney

**Witness # 1**

Signature:

Name:

Address:

**Witness # 2**

Signature:

Name:

Address:

# Section-III

## Instructions to Tenderers/Bidders and General Conditions of Contract

### 1. **Scope of work:**

The successful vendor / bidder needs to provide the following elements

### 2. **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).

### 3. **Installation**

Installation, Commissioning, Configuration and Testing of the supplied equipment at BIRD's Office, Sector-H, LDA Colony, Kanpur Road, Lucknow.

### 4. **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.

### 5. **Eligibility Criteria**

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

- a) The intending Bidder, in case of Original Equipment manufacturers shall submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in manufacturing & supplying the similar Desktop Computers, as asked in this tender, for the last five (05) years.
- b) The original equipment manufacturers shall possess ISO Certificate for their establishment. The copy of the valid ISO Certificate shall be placed with the Technical Bid.
- c) The intending Bidder, in case of Authorized Distributor of OEM / Authorized Dealer of OEM shall possess valid authorized Distributorship / Dealership license from Original Equipment Manufacturers who should have valid ISO Certificate and shall be engaged in regular manufacturing and supply of similar Desktop Computers for the last five (05) years. The Bidder shall enclose the copy of the same in Technical bid while submitting the tender.

Pre-Qualification criteria as per Annexure-VII is mandatory for Qualification in the bidding process. The other eligibility criteria is as under:

- 5.1 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.
- 5.2 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.
- 5.3 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.

- 5.4 The bidder should submit the valid Trade License Certificate along with the Technical Offer **(if any)**.
- 5.5 The bidder should have a dedicated comprehensive support service center at Lucknow.
- 5.6 The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.
- 5.7 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.
- 5.8 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.
- 5.9 The vendor/ bidder should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than 30% of cost of tender. 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.

## **6. Installation/ Implementation Experience**

The Vendor/ Bidder must have experience, in last **five 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. BIRD 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.

## **7. Quality of Goods & Standard**

- a. The goods to be supplied shall be of highest workmanship and quality, unused and shall be free from manufacturing defect. In case of manufacturing defect, the goods shall be replaced with a new one in seven working days.
- b. The goods shall have original packing of manufacturer.
- c. The first party after the supply of items, shall furnish a certificate from OEM to the effect that the goods supplied are as per specifications and standards given in the tender document and the bid document.
- d. The breach of the terms of the clause may result in forfeiture of Performance Security Deposit and blacklisting of suppliers for doing business with BIRD Lucknow.

## **8. Mode of submission of tender:** Sealed offers should be submitted in the envelopes and should be addressed to The Director, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012 and super scribed with **Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow”**.

**9. Contents of submitted bids:** Should only contain the documents as prescribed in Notice Inviting Tender. The tenderer must use only the Price Bid format issued by the BIRD, to fill in the rates. Any addition/ alteration in the text of the tender made by the tenderer shall not be considered. Such tender/s may be considered invalid by the BIRD at its discretion. The price bids should not contain any conditions whatsoever and any conditional bids shall be rejected.

**10. Mismatch in figures and words:** Rates and amounts should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the quotation must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at BIRD's option. No advice whatsoever especially on any change in rate, specifications or conditions after the opening of the tender will be entertained. On checking, if discrepancy is found, the rates, which correspond to the total amount worked out by the vendor shall be taken as correct. In case, the rate assessed does not work out to the amount of an item or it does not correspond with the rate written either in figure or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.

**11.** Each page of the Tender Document should be signed by the bidder in token of his / their having acquainted himself / themselves with the tender conditions as laid down. Any tender with any of the documents not so signed will be liable to be rejected. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected by BIRD.

**12. Eligibility Criteria:** Those vendors who have at least five years of experience in supply of computer hardware and are certified partners of reputed OEM Manufacturers with an established service network, should respond to this Tender. Vendor should submit documentary evidence "Manufacturer's Authorization Form" as per the format given in the **Annexure - X** in respect of abovementioned criteria while submitting the Proposal.

**13. Validity of tender:** Validity of the quoted rates shall be 90 days from the date of opening of price bid.

**14. Earnest Money Deposit (EMD)**

**Mode of depositing EMD:** The Tenderer/Bidder shall furnish an EMD for an amount of **₹ 92,000/- (Rupees Ninety Two Thousand only)** by way of only online mode or fund transfer through NEFT etc. BIRD's Account details which is as follows:

❖ Current Account Number No. 921020044058630 with Axis Bank, MG Marg, Lucknow-226001.

❖ IFS Code: UTIB0000053

Documentary evidence of EMD deposit in the form of UTR (Unique Transaction

Reference) / Receipt Voucher is to be enclosed along with the duly filled, signed & complete tender in all respects. Tender without EMD shall be rejected.

**Refund of EMD:** The EMD will be returned to the tenderer (after completion of process of award of work) if his / her tender is not accepted by the BIRD but without any interest thereon. The Tenderer shall furnish bank account details in the format given in this tender (**Annexure I**). The EMD paid by the successful tenderer will be refunded after three months from the date successful completion of work. No interest shall be paid on this deposit.

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

- 15. Retention Money Deposit (RMD):** Retention money @ 5% will be recovered from the each running bill (RA Bills) or final / one time settlement of bills.
- 16. Security Deposit:** The entire RMD will form a total security deposit. The Security Deposit will be refunded after the expiry of defects liability period. No interest will be paid on it.
- 17. Non-Bonafide tender:** The tender which is not accompanied by the prescribed EMD shall be called 'Non-Bonafide Tender'. Non-Bonafide tender shall not be considered for acceptance.
- 18. Submission of documents:** If any of the documents is missing or unsigned, the tender may be considered invalid by the BIRD at its discretion.
- 19. Receipt of tenders:** The tenders should be submitted latest by 1500 hours 19 December, 2022. The tenders should be dropped in the tender box placed at office of BIRD, in our above mentioned office. Tenders sent by fax or email will not be accepted. In case the submission date falls on a holiday, then, the tenders should be submitted on the next working day.
- 20. Late tenders:** The tender which is received after the expiry of due time and date fixed shall be called "Late Tender". Late tenders will not be evaluated. However, BIRD reserves its right to deal with such tenders at its discretion and the decision of the BIRD shall be final.
- 21.** The price quoted for all components/products/services in the proposed solution should be competitive (which includes buy back amount). BIRD reserves the right to verify the same independently and rejects bids not complying with this criterion.
- 22.** The bidder shall be responsible for installation, commissioning & 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. The bidder shall take necessary insurance cover at their own cost for the goods that are transported until the signing of the Machine Installation Report.
- 23. *The Bankers Institute of Rural Development (BIRD) does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.***

- 24.** The quantities mentioned in the Schedule of Quantity of Part-II are indicative and can increase or decrease during the execution of work, no claim on this account shall be admissible.
- 25. Opening of tenders:** The tender will be opened on the same day as that of last date of submission of tender **at 1530 hours 19 December, 2022 as decided by the BIRD in case of any eventuality,** in the presence of bidders' representatives, should they choose to be present.
- 26. Execution of contract:** On receipt of intimation from the Employer of acceptance of his/ their tender, by way of Work Order, the successful tenderer shall sign an agreement in accordance with the format prescribed herein and the Price Bid. A Work Order by the Bankers Institute of Rural Development of a tender will constitute a binding contract between BIRD and the bidder so tendering, whether such formal agreement is or is not subsequently executed.
- 27. Purchase of non-judicial stamp paper:** The cost of such stamp paper is to be borne by the successful tenderer. The agreement needs to be stamped as per latest provisions of the applicable Stamp Act.
- 28. Subletting of contract:** The tenderer shall not assign the contract and shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the tenderer.
- 29.** The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.
- 30. Firmness of rates:** The rates quoted in the tender/ offer shall be for the complete item including, supply, installation, assembling at site/ testing and commissioning at site. The rate shall also include all charges for storing, watch and ward, reinstating and making good the damaged work if any to its original finish, etc. The rates quoted shall be deemed to be for finished work to be measured at site. The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site. Tenderers must include in their rates, GST or any other tax and prevailing duty or other levy as existing, levied by the Central Government or any State Government or Local Authority, if applicable, from time to time. No claim in respect of increase in any other tax, duty or levy during the duration of the contract shall be entertained by the Employer. The same will remain firm during the contract period.
- 31.** The tenderer shall note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rate should be correct, workable and self-supporting. The tenderer shall carry out all works necessary for completion of work and for delivering results. No claim shall be entertained on this account.
- 32.** Time allowed for carrying out the work shall be strictly observed by the tenderer. The work shall throughout the stipulated period of the contract be proceeded with all due diligence.

- 33.** The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.
- 34.** The successful tenderer must cooperate with the other contractor appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the BIRD's Officials.
- 35.** Irrespective of the warranty extended by OEM to each component of the BOQ, the tenderer shall guarantee that the work shall be free from any defects whatsoever for **a period of 03 years Defects Liability Period** from the date of successful completion of the work.
- 36. Completion Schedule:** The work allotted to the Bidder is to be **completed within 30 days** from the date of issue of the Work Order. Bidders are advised to visit the site and get themselves fully acquainted with the general and local site conditions, particularly those bearing upon transportation, handling, storage and the like, prior to quoting for the work.
- 37. Liquidated damages:** Liquidated Damages shall be recovered from the contractor's dues for delay in completion of the work. The quantum of liquidated damages per week shall be calculated at 0.25% of the estimated cost put to tender subject to a maximum 5% of the accepted tender amount.
- 38. Extension of time:** If the Contractors desire any extension of time for completion of work on grounds of there, having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrances. Such application shall contain complete details of hindrances, which hindered the Contractors in the execution of the work. If in the opinion of BIRD 's Officials, works be delayed by force majeure such as: (a) war/ hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons and in such cases, if any such extension of time in execution of work is granted by the BIRD, the extension of time will be given without prejudice to BIRD 's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the Employer whatsoever on account of delay or idle labour/machinery.
- 39. Compensation for delay:** The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

**40. Defect Liability Period:** The Defects Liability Period shall commence from the date of successful commissioning of newly installed audio conference system to the satisfaction of BIRD. Any defect that may appear within the Defects Liability Period, shall be rectified by the tenderer without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the Employer, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Employer shall be recovered from any money due to the tenderer at the cost and risk of the tenderer. Only, after all the defects pointed out during the Defects Liability Period have been satisfactorily rectified by the tenderer will the release of the Security Deposit be considered.

**41.** No escalation shall be allowed on the rates of this contract. Any extra item required for proper completion of work shall be got approved from BIRD and shall be paid on actual labour & material cost plus 15% towards overhead & profit. Rate analysis should be submitted by the contractor for approval.

**42.** No mobilization advance or any type of advance shall be paid to the Contractor.

**43. Storage at site:** Storage space may be allowed at site as per the availability. The Contractor will have to make his own arrangement for security and locking arrangement of the storage space. The Contractor may be required to vacate the storage space as per BIRD's exigency without any extra cost.

**44. Stay arrangement at site:** Contractors /workers will not be permitted to stay at site. The contractor has to make his own arrangement of stay for his employees.

**45. Terms of Payment:** Payment under this contract shall be made as follows:

- Full and one time single payment after satisfactory supply, installation, testing & commissioning and submission of Completion Report of the captioned work and production of a single bill to the Bank as mentioned in Schedule of Quantity less Retention Money Deposit (RMD) @ 5% and other statutory deductions viz. TDS, GST-TDS, etc. No advance in any form shall be paid to the contractor.
- The total retention money recovered from the bill shall be 5% of contract value in addition to Earnest Money Deposit (EMD) and will be retained towards defect liability period effective from the date of completion work and will not bear any interest thereon. Any defect in this period shall be rectified by the contractor at their cost. In this regard the date of successful commissioning/trial / inspection of the works at site taken in presence of BIRD's Official shall be considered as date of completion of work.

**46. Labour Law / Act:** the contractor will be governed by the local Labour Laws/ Acts in force.

**47.** The contractor shall use all the materials conforming to relevant BIS/ relevant Code and will use the best materials of Original Equipment Manufacturer (OEM) approved

manufacture.

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

If the contractor (whether an individual, Firm or Incorporated Company) shall suffer

execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign or sublet the contract without the consent in writing of the employer first obtained. **OR**

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

**If the contractor has:**

Abandoned the contract, **OR**

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

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

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

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

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

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

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

**55. Termination of the contract by the contractor:** If the payment of the amount payable by the employer shall be in arrears and unpaid for reasonable period after it has become due as per payment terms and after notice in writing requiring payment of the amount shall have been given by the contractor to the employer and if the employer unreasonably withholds any such payment then contractor shall be entitled to give a termination notice and terminate the contract and recover from the employer payment for all works executed for the purpose of the contract. In arriving at the amount of such payment, the net rates contained in the contractor's original tender shall be followed.

**56. Matters to be finally determined by the Employer:** The employer's decision, opinion, direction, with respect to all or any of the matter such as scope of work, contractor to provide everything necessary, materials and workmanship to conform the description, assignment Of subletting, defects after completion, delay & extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the contractor. Employer's instructions if any, in this regard in case of any urgency, shall also be complied immediately.

**57. Arbitration:** If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the Employer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 day notice in writing to the other (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein after provided for the purpose of appointing the Conciliator or the Sole Arbitrator who shall be appointing the Conciliator or the Sole Arbitrator referred above, the Employer shall send to the contractors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the contractors.

The Contractor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within fifteen days of receipt of the names. The Employer shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the Employer fails to send to the Contractors, the panel or three names as aforesaid within the period specified, the contractor shall send to the Employer, a panel of three

names of persons who shall be unconnected with either party. The Employer shall, on receipt of the names as aforesaid, select any one of the person's name and appoint him as the Conciliator or Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or Sole Arbitrator and communicate his name to the Employer. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed as aforesaid.

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

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

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

**58. Insurance:** The Contractor, is required to keep the supply/works duly insured until the Completion of the works. The insurance policy is required to be taken by the contractor; from commencement to completion of works for a value of 1.25 times the contract value. The supplier/ Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening etc. and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

**Explanation:** For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue of the work order to the contractor and ending with successful commissioning of the work.

**59. Indemnity clause:** The Supplier/Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges & expenses whatsoever in respect of or in relation thereto.

**60.**The Contractor shall observe all the safety precautions for the safety of the labour and the employees of the BIRD, during execution of works. He would be responsible for the safety of persons employed by him.

**61.** The Contractor shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises.

**62.**BIRD shall not bear any responsibility in case of any accident to his worker in the premise due to no fault of BIRD's working but merely due to negligence of his worker or lack of safety provided to them by the contractor.

**63. Pre contract Integrity Pact:** As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. BIRD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer and demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure - VI of Part-I. The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the tender document.

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputation, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities. A format for the complaint to be recorded is enclosed to the proforma of the Integrity Pact.

**64. Buyback of AIOs, Desktop PCs, Laptops & Printers :** Buying back of AIOs, Desktop PCs, Laptops & Printers including all unusable materials as per directions of the BIRD (the rate will include dismantling, carrying of old materials, cleaning the site and making it ready for fitting and fixing of new AIOs, Desktop PCs, Laptops & Printers). The details of the AIOs, Desktop PCs, Laptops & Printers System is mentioned in Part-I (Schedule –D) of Technical Bid.

### **Declaration by the Bidder**

I/we hereby declare that I/we have read and understood the above instructions from Parat-1 to Para 63 to the bidders and that the same are binding on me/us.

**Date:**

**Place:**

**Name:**

**Authorized Signature:**

## **SAFETY CODE**

1. First aid box having requisite appliances including adequate sterilized dressing and cotton wool shall be maintained in a readily accessible place.
2. An injured person shall be taken to a hospital without loss of time in cases where the injury necessitates hospitalization.
3. Hoisting machines and tackle if used in works, including their attachments, anchorage and supports shall be in perfect condition.
4. Inflammable and hazardous items shall not be allowed near the working site.
5. Adequate safety measures against fire, theft, etc., will be taken by the Contractor.
6. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
7. No floor, roof or other part of the area shall be over-loaded with debris or materials as to render it unsafe.
8. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
9. Cutting/ drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
10. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
11. Electrical power cables/ wires used shall not have any joints and shall be properly rated.
12. Any debris/ waste generated from the work shall be collected on daily basis, removed from the site and stored at the designated place in proper manner.
13. Battery operated emergency light/ torches shall be provided by the contractor to the workmen while working beyond office hours.
14. All electrical appliances i.e. welding, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
15. Before commencing the welding work, fire section shall be informed and required precaution should be taken.
16. Two buckets of water, sand and a fire cloth of suitable size shall be kept in an easily accessible on site.
17. Fire extinguishers recommended by fire officers shall be kept on the site.
18. The safety belt shall be provided by the contractor and used by the workmen while working from height more than 10 ft. from ground level.

## **SPECIAL CONDITIONS OF CONTRACT**

1. Payment will be made as per the details given in Annexure I.
2. No workmen will be allowed to stay within BIRD's premises.
3. Permission, if any required, from the local statutory authorities / bodies shall be obtained by the contractor at his own cost.
4. The Contractor shall engage the necessary workers for removal of debris, waste, dust etc. as required by the Engineer-in-charge without extra cost and also redo the damages caused to the infrastructure without any extra cost to BIRD and dispose of the debris at the designated place of LMC.
5. Work may have to be done during night-time to adhere to the time schedule for completion of the work, for which no extra charges will be paid.
6. The Contractor shall take out and maintain insurance policies as prescribed in General Conditions of Contract throughout the currency of the contract until the works are taken over by BIRD.
7. During the defects liability period from the date of completion of works, the bidder is required to provide preventive maintenance of the all components, free of cost.
8. When storage is being provided, the surroundings and premises where such storage is located as well as the work of other agencies shall be protected and not damaged; if any damage is caused, it has to be made good to the satisfaction of the Employer at the contractor's cost.
9. The contractor shall cover, secure and protect all the items of work, as directed, until the works are taken over by BIRD.
10. All the materials used in the work shall conform to the latest edition of BIS/ relevant Specifications and shall be of tested quality and subject to further tests, if required by BIRD, at no extra cost to BIRD.
11. Statutory deductions like income tax at source & GST TDS or other statutory deduction/s as applicable shall be deducted from bills /amounts payable to the contractor.

## **APPENDIX HEREIN BEFORE REFERRED TO**

1.	Defects Liability Period	03 years from the date of virtual completion of work
2.	Period of honouring the bills for payment	21 working days from the date of submission of bill
3.	Date of commencement	Reckoned from the date of issue of Work Order
4.	Date of completion	Within 30 days from the date of issue of Work Order
5.	Liquidated damages for delay	@0.25% of value of accepted tender per week, subject to a maximum of 5% of value of accepted tender.
6.	Security Deposit (S.D.)	5% of value of work which consists of RMD.
7.	Release of EMD	The EMD paid by the successful tenderer will be refunded after three months from the date of successful completion of work. No interest shall be paid on this deposit.
8.	Statutory deductions	Income Tax at source, TDS, GST-TDS as per applicable law / rules

# Annexure-I

## Proforma for Bank Account Details/Electronic Payment

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

Name and Address of the tenderer / vendor / contractor / service provider / agency with phone nos and email ID

.....  
.....  
.....

### Bank Account details

Sr. No.	Particulars	Details
1	Name of the account holder (as appearing in the Bank account)	
2	Account Number	
3	IFSC Code	
4	Type of account (Current / Savings)	
5	Name of the Branch	
6	Name of the Bank	
7	PAN Number	
8	GST Identification Number	
9	Mobile No.	
10	Email ID	

EMD DEPOSIT DETAILS THROUGH DD/NEFT / RTGS		
A	DEPOSIT AMOUNT (RS.)	
B	UTR /NEFT No.	
C	DEPOSIT DATE	

Signature with Seal

Encl. Please enclose following documents along with this sheet

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

(Signature and Seal of applicant)

# Annexure-II

## Covering letter for submission of Tender

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

The Director  
BIRD  
Sector-H, LDA Colony,  
Kanpur Road,  
Lucknow - 226012

Dear Sir,

**Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012”**

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

Yours faithfully,

Authorized Signatories

(Name and Designation, seal of the firm)

Date:

# Annexure-III

## Specimen of Letter of Authorization

The Director  
BIRD  
Sector-H, LDA Colony,  
Kanpur Road,  
Lucknow - 226012

Dear Sir,

**Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012”**

We \_\_\_\_\_ (name of company) have submitted our bid for participating in BIRD’s Tender dated \_\_\_\_\_ for \_\_\_\_\_.

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

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

BIRD 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 BIRD may debar us from participating in future tenders for any such failure on our part.

Name of Authorized Representative :  
Designation of Authorized Representative :  
Signature of Authorized Representative :  
Verified by :

# Annexure-IV

## **Backup Commitment from the Manufacturer for System Maintenance** (on Manufacturer's letter head)

The Director  
BIRD  
Sector-H, LDA Colony,  
Kanpur Road,  
Lucknow - 226012

Dear Sir,

**Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012”**

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 assure that the spare parts and accessories for the Hardware offered herein shall be available for entire warranty and AMC period from the time of acceptance of the system. If any of the peripherals/components are not available during the said period, the peripherals/components of equivalent or higher capacity shall be made available.

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

Yours faithfully

For (Name & Designation)

# Annexure-V

## Letter of Indemnity and Undertaking)

[To be submitted by the successful vendor after Issuance of PO] ((To be stamped on Rs.500/- stamp paper)

The Director  
BIRD  
Sector-H, LDA Colony,  
Kanpur Road,  
Lucknow - 226012

Dear Sir,

**Sub.: Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012”**

In consideration of Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860 (hereinafter referred to as 'BIRD') agreed to purchase hardware/Software for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the said \_\_\_\_\_ hereby declare and certify that we are the rightful owners/ licensees of the said systems offered for sale to BIRD and that the sale of the said systems to BIRD by us and the use thereof by BIRD 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 \_\_\_\_\_ hereby agree to indemnify and keep indemnified and harmless BIRD, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said systems supplied by us to BIRD and will defend the same at our cost and consequences and will pay or reimburse BIRD, 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 computer hardware”.

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

In witness whereof the \_\_\_\_\_ has put his hands and seal the month and year first herein above mentioned.

Yours faithfully

(Name and designation)

Of Authorized official

Signed and delivered by

The within named \_\_\_\_\_

In the presence of \_\_\_\_\_

1) Witness

2) Witness

# ANNEXURE VI

Specimen of Pre-Contract Integrity Pact (in Rs.100/- stamp)

Between

**Bankers Institute of Rural Development (BIRD)**

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 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 :

- 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 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. 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 BIRD is:

Dr Sanjay Kumar Panda IAS (Retd)  
515, Ward No.3, Sideshwar Sahi  
Cuttack City, Cuttack district Odisha – 753 008

- (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 Director, BIRD.
- (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 Director, BIRD 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 Director, BIRD 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 Director, BIRD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, BIRD 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 Director of BIRD.

### **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. Patna.
- (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)  
(Office Seal)

(For & on behalf of the Bidder/Contractor)  
(Office Seal)

Place

Date

Witness 1:

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Annexure-VII

### Pre-Qualification Criteria

The bidders with necessary experience and those who fulfill the eligibility criteria and who submits all necessary documents will only be considered for the Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” and in the event of their failure to do so, the BIRD, Lucknow will summarily reject the Tender form without any intimation or assigning any reason.

1. **Past Experience:** Should have minimum 5 years of experience of executing similar works ending 30 November, 2022. Tenderers should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc. The bidder should submit documentary evidence in support of minimum experience of 5 years.
2. **Work Experience :** Minimum value of each completed work (qualifying & single works): Experience of having successfully completed similar works during last 5 years ending November 30, 2022 should be either of the following:
  - (i) Three similar completed works each costing not less than the amount equal to 18.50 lakh.  
Or
  - ii) Two similar completed works each costing not less than the amount equal to 28 lakh.  
Or
  - iii) One similar work costing not less than the amount equal to 37 lakh

\*The works executed before March, 2021 shall be sealed up by 5% per year (Cumulative) for arriving at value.

**Similar work shall mean “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” 75% of the single work executed by the bidder is related to above mentioned works & not related to ancillary works.**

3. **YEARLY TURN OVER:** The bidder should submit the audited financial statements (Balance Sheet and Profit & Loss Accounts) duly certified by the Chartered Accountant for the last five years Financial Years i.e.2017-18, 2018-19, 2019-20, 2020-21 and 2021-22\*. The yearly turnover per year shall not be less than 20 lakh.
4. Apart from Pre-qualification criteria mentioned in Annexure-VII and also the eligibility criteria mentioned elsewhere in the tender document, the following shall also be the grounds for disqualification from tendering process.

**4. Grounds of Disqualification and Blacklisting:**

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- i) Any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- ii) Any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- iii) An undertaking for Non-Blacklisting / Non-Debarment of the bidder is attached with this document which needs to be stamped as a declarations and has to be submitted along with the tender.

**5. Documentation:** The intending bidders shall have to submit to BIRD Lucknow along with this Tender form the documentary evidence in support of their possessing required eligibility (as specified above and also sought in various parts of this Tender enumerated below) and in the event of their failure to do so, BIRD, Lucknow reserves the right not to process their Tender even though the Tenderer has submitted the this Tender. For this purpose, the contractors shall be required to submit all the relevant mandatory information / documents in proof of their eligibility along with this Tender. All the information asked in the Tender in the unlisted Parts should be furnished with supporting mandatory and legible documents:

- (i) Part I
- (ii) Part II

**6. Licenses :** Copies of valid licenses for related trades as applicable, PAN, GST Registration, etc. issued by respective statutory authorities. (Electrical license copies etc.) CGST/IGST/UTGST/SGST Act. Registrations under the prevailing laws is compulsorily mandatory.

**9.** The bidders should have Local/Branch office situated at Lucknow, Uttar Pradesh. Complete address along with phone numbers have to be provided by the bidder.

\*\*\*\*\*

**Part I**

**List of Important Works Executed by the Firm during last Five years  
List of Important Work Executed by the Firm during last 05 years costing ₹ 37 lakh  
or above for AIO/Desktop/Laptop/ Printers**

Sl	Name of work and location	Nature of work involved in the contract(e.g. offices, commercial establishments)	Name of owner. Also indicate whether Government or semi Government or Government of India Undertaking or Private Body with full address & full name of the official from the owners side for whom the work was executed.	Completion period		Whether the work was left incomplete or contract was terminate d from either side. Give full details.	Any other relevant information including reason, if any, for delay in completion of work.
				Stipulated	Actual		
1	2	3	4	5	6	7	8

Signature of the bidder with stamp & Seal

**Part II**  
**Undertaking for Non-Blacklisting / Non-Debarment of the Bidder**

**TO BE STAMPED AS A DECLARATION**

**Sub: Tender for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers dated .....**

I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.

1. I/We further confirm that all the information furnished by me/us, as per the requirement of BIRD-Lucknow, have been included in our application.
2. I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by BIRD-Lucknow. We understand that any deviation may result in disqualification of our application.
3. \*I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.
4. I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
5. I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
6. I/We undertake that adequate number of resources, if required by BIRD-Lucknow, will be deployed for the project to complete the assignment within the stipulated time.

Signature (1) ..... (2).....

(Duly authorized to sign) Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal and Signature of the Bidder to be affixe

## Annexure-VII Detailed Technical Specifications

**(i) AIO Desktops (Windows)**

**Brand:** \_\_\_\_\_

**Model No.:** \_\_\_\_\_

**TECHNICAL SPECIFICATION – I**

Sr. No	Component	Minimum Specifications	Specification offered by vendor
1	Processor	Intel core I7 10 Gen or equivalent or above	
2	Memory	16 GB or above (DDR4)	
3	Chipset	Intel Chipset Motherboard with onboard/discrete Graphics sound card and Ethernet port	
4	Display	Monitor 23" or higher IPS LED backlit widescreen Touch Display with Anti-Glare and FHD resolution (1920 * 1080)	
5	Storage	1TB HDD plus 128GB SSD	
6	Optical Drive	Not required	
7	Ports	At least two USB 3.0 ports, HDMI out or Display Port	
8	Keyboard & Mouse	Wireless Keyboard and wireless Laser Scroll Mouse	
9	Connectivity	10/100/1000 Gigabit Ethernet Card, 802.11b/g/n, Bluetooth® 4.0	
10	Operating System	Windows 10 Pro preloaded (No volume-based license allowed)	
11	Compliance	Energy Star Compliant or EPEAT registered, ROHS, TPM 2.0 or equivalent	
12	Multimedia	HD Audio, Inbuilt Stereo Speakers, Integrated Microphone, HD Webcam	
13	Warranty	Minimum three-years Comprehensive On-site warranty including Keyboard and Mouse from the OEM	

**(ii) AIO Desktops (Windows)**

**Brand:** \_\_\_\_\_

**Model No.:** \_\_\_\_\_

**TECHNICAL SPECIFICATION – II**

<b>No.</b>	<b>Component</b>	<b>Minimum Specifications</b>	<b>Specification offered by Vendor *</b>
1	CPU	Intel core I7 10th Gen or equivalent or above	
2	Memory	16 GB (DDR4)	
3	Chipset	Intel Chipset Motherboard with on-board/discrete Graphics sound card and Ethernet port	
4	Display	Monitor 21.5" IPS LED	
5	Storage	512 GB SSD	
6	Optical Drive	Not required	
7	Ports	At least two USB 3.0 ports, HDMI out or Display Port	
8	Keyboard/Mouse	Wired Keyboard and Mouse	
9	Connectivity	10/100/1000 Gigabit Ethernet Card, 802.11b/g/n, Bluetooth® 4.0	
10	Operating System	Windows 10 Pro preloaded (No volume based license allowed)	
11	Compliance	Energy Star Compliant or EPEAT registered, ROHS, TPM 2.0 or equivalent	
12	Multimedia	HD Audio, Inbuilt Stereo Speakers, Integrated Microphone and integrated HD Webcam	
13	Warranty	Three-years Comprehensive Onsite warranty including Keyboard and Mouse from the OEM	

\* Give complete details

Authorised Signatories  
(Name & Designation, seal of the firm)

### (iii) Conventional Desktop (Windows)

**Brand:** \_\_\_\_\_

**Model No.:** \_\_\_\_\_

#### TECHNICAL SPECIFICATION-III

No.	Component	Minimum Specifications	Specification offered by Vendor *
1	Processor	Intel i7- 10th Gen Processor or above/equivalent	
2	Memory	16 GB (DDR4), 3200MHz	
3	Chipset	Intel Chipset Motherboard with onboard/discrete Graphics sound card and Ethernet	
4	Form Factor	Small Form Factor	
5	Monitor	Monitor 21.5"	
6	Hard Disk	512 GB SSD	
7	Ports	6 USB (at least 2 on the Front Side and at least 2 USB3.0)	
8	Keyboard/Mouse	Standard Keyboard and USB Optical / Laser Scroll Mouse	
9	Operating System	Windows 10 Professional pre-loaded (No volume-based license allowed)	
10	Compliance	Energy Star Compliance, RoHS, TPM 2.0 or equivalent	
11	Warranty	Minimum Three-year Comprehensive On-site warranty provided by OEM, (note: not by vendor)	

\* Give complete details

Authorised Signatories  
(Name & Designation, seal of the firm)

**(iv) Conventional Laptops (Windows)**

**Brand:** \_\_\_\_\_

**Model No.:** \_\_\_\_\_

**TECHNICAL SPECIFICATION-IV**

<b>No.</b>	<b>Component</b>	<b>Minimum Specifications</b>	<b>Specification offered by Vendor *</b>
1	Processor	Intel Core i7 10th/11th Gen or above/equivalent	
2	Memory	16 GB (DDR4), 2666 MHz	
3	Display	14 inches or above 1366 x 768 Anti-Glare	
4	HDD	512 GB SSD	
5	Connectivity	10/100/1000 Gigabit Ethernet Port , Wi-Fi 6 AX200 + Bluetooth 5.0	
6	Ports	USB 3. x Port : 3 or more USB Type-C Port : 1 HDMI Port : 1	
7	Power Supply & Battery	Backup minimum 8 hours	
8	Operating System	Windows 10 Pro preloaded (No volume based license allowed)	
9	Multimedia	Inbuilt Speakers, Integrated Microphone, Integrated Webcam	
10	Keyboard & Mousepad	Integrated Backlit Keyboard, Inbuilt Touchpad	
11	Others	Laptop weight Less than 1.5 Kg, Laptop Backpack (Bag), Security lock hole should be available	
12	Warranty	Three-years Comprehensive On-site warranty including battery from the OEM	
13	Compliance Energy Efficiency	RoHS-compliant, ENERGY STAR OR EPEAT or equivalent compliance	

\* Give complete details

Authorised Signatories  
(Name & Designation, seal of the firm)

**(v) 3 in 1 (Print, Copy & Scan) Network multi-function device  
(Laser Printer) (Type- A4 size print output)**

**Brand:**

\_\_\_\_\_

**Model No.:** \_\_\_\_\_

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

\* Give complete details

Authorised Signatories  
(Name & Designation, seal of the firm)

## **Annexure-IX**

### **Data sheet of AIOs, Desktop, Laptop and Printer offered by the tenderer**

#### **(a) AIOs** (Technical Specification -I)

1) Make :- .....

2) Model:- .....

#### **(b) AIOs** (Technical Specification –II)

1) Make :- .....

2) Model:- .....

#### **(c) Desktop PCs** (Technical Specification –III)

1) Make :- .....

2) Model:- .....

#### **(d) Laptops** (Technical Specification –IV)

1) Make :- .....

2) Model:- .....

#### **(e) 3 in 1 Laser Printers** (Technical Specification –V)

1) Make :- .....

2) Model:- .....

# Annexure-X

## Manufacturer's Authorization Form (MAF)

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

No.

Date:

The Director  
BIRD  
Sector-H, LDA Colony,  
Kanpur Road,  
Lucknow - 226012

### Sub: Supply of AIOs, Desktop PCs, Laptops, 3-in-1 Printers at BIRD, Lucknow

Ref: Your RFQ No. \_\_\_\_\_ Dated \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed manufacturers \_\_\_\_\_ having organization at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s. \_\_\_\_\_ having office at \_\_\_\_\_ to offer their quotation, negotiate and conclude the contract with you against the above invitation for offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the offer and the contract for the equipment and services offered against this invitation for offer by the above firm.

Yours faithfully

[ \_\_\_\_\_ ]  
Name and seal of the manufacturer

**Note: This letter of authority should be signed by a person competent and having the power of attorney to bind the Manufacturer/OEM/Principal and it should be included by the vendor in the bid.**

**Annexure – XI****(Details of AIOs/ Desktop PCs/Laptops and Printers under Buyback)**

<b>Make</b>	<b>Nos.</b>
Old AIO Desktop PCs Dell make on as is where is basis	02 nos.
Old desktops of HP make on as is where is basis	26 nos.
Old Laptops of HP/Dell make on as is where is	03 nos.
Old Laser Printers 3-in-1 of HP, Panasonic & Samsung make on as is where is basis	8 nos.
Old Laser Printers HP make on as is where is basis	09 nos.
Old Laser Color Printer HP make on as is where is basis	01 no.
<b>Total Buyback</b>	<b>49 nos.</b>

## Part-II

### Price Bid

**Tender Document for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & 3 in 1 Printers (under buy-back arrangement on “as is where is” basis)  
Commercial Bid  
(A)**

**(Amount in ₹)**

Note:i)The rates and total amount shall be filled in both figures and words  
ii)No Conditions and other information shall be indicated in the Price Bid

<b>Purchase of new Laptops</b>							
<b>Sl. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>	<b>GST</b>	<b>Octroi/Entry tax, if any</b>	<b>Total inclusive of all taxes</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E=(CxD)</b>	<b>F</b>	<b>G</b>	<b>H=(E+F+G)</b>
1	All In One (AIO) PC as per specification in Annexure-VII (i)	01					
2	All In One (AIO) PC as per specification in Annexure-VII (ii)	01					
3	Desktop PC as per specification in Annexure-VII (iii)	38					
4	Laptop as per specification in Annexure-VII (iv)	03					
5	3 in Printer as per specification in Annexure-VII (v)	18					
<b>Grand Total</b>		<b>61</b>					
<b>Total Amount</b>							

**Place:**

**Date:**

**Signature of Authorized Person with Seal**

**Buy Back of All In Desktop PCs, Desktop PCs, Laptop and Printers**  
**“as is where is” basis**  
**Commercial Bid**  
**(B)**

(Amount in ₹)

Note:i)The rates and total amount shall be filled in both figures and words  
ii)No Conditions and other information shall be indicated in the Price Bid

<b>Buy Back of All In Desktop PCs, Desktop PCs, Laptop and Printers</b>				
<b>Sl. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price (Rs)</b>	<b>Total</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E=(C x D)</b>
1	All in Desktop PCs as per Annexure-XI	02		
2	Desktop PCs “as is where is” basis as per Annexure-XI	26		
3	Laptops “as is where is” basis as per Annexure-XI	03		
4	Printers “as is where is” basis as per Annexure-XI	18		
	<b>Grand Total</b>	<b>49</b>		

**(c) Net Amount Quoted for the Captioned Work**

<b>Sl. No.</b>	<b>Description</b>	<b>Amount in Rs.</b>
<b>1</b>	Total amount for “Supply, Installation, Testing & Commissioning (SITC) of AIOs, Desktop PCs, Laptops & Printers” at BIRD Lucknow including GST	
<b>2</b>	Buyback amount	
<b>3</b>	<b>Net amount in figures (1-2)</b>	
<b>4</b>	<b>Net amount in words (1-2)</b>	

**Note:**

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

**Accepted all terms and conditions**

**Place:**

**Date:**

**Authorized Signatory**