



Bankers Institute of Rural Development (BIRD)

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

Tender Document for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector (under buy-back arrangement on “as is where is” basis) for BIRD, Lucknow

बर्ड लखनऊ हेतु कंप्यूटर हार्डवेयर और एलसीडी प्रोजेक्टर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा दस्तावेज ("जैसा है, जहां है" के आधार पर खरीद-वापस व्यवस्था के तहत)

This Document contains 45 pages

Bankers Institute of Rural Development (BIRD), Lucknow

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Bankers Institute of Rural Development (BIRD)

Lucknow

Tender Document for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector (under buy-back arrangement on “as is where is” basis).

Bankers Institute of Rural Development (BIRD), Lucknow invites sealed bids from established Vendors/Bidders for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector at BIRD, Lucknow.

The TENDER document can be downloaded from BIRD's website www.birdlucknow.in

Technical Proposal

a) Date of Tender	: 05 October 2019
b) Pre Bid Meeting	: 1530 hrs on 16 October 2019
c) Time and last date for submission of Tender	: 1500 hrs on 23 October 2019
d) Bid Security Value/EMD	: Rs.93,000/-
e) Time and date of opening of Technical Bids	: 1530 hrs on 23 October 2019

NOTICE INVITING TENDER

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 Agricultural & Rural Development (NABARD) having, its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow intends to invite sealed Tenders for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector as per configuration given under Part-I Schedule 6A (under buy-back arrangement on “as is where is” basis) for BIRD, Lucknow.

Tender document may be downloaded from BIRD's website: www.birdlucknow.in

Two Part Bid: -

The Bid will have to be submitted in two parts; Technical Bid & Commercial Bid

The technical Bid and commercial bid should be sealed by the bidder in separate covers duly super-scribed and both sealed covers are to be put in a bigger cover which should also be sealed and super-scribed. The technical Bid will be opened by the BIRD in first instance on the scheduled date and time in presence of the bidders who turn up.

At the second stage, financial bids of technically qualified vendors only would be opened after intimating them the date, time and place of opening of the commercial bids for further evaluation and ranking before awarding the contract.

Technical Bid must be submitted in sealed cover, giving full particulars, addressed to **The Director, Bankers Institute of Rural Development (BIRD), Sector-H, LDA Colony, Kanpur Road, Lucknow-226012.** Each page of the quotation document must be signed with proper seal of Vendor/Bidder.

The envelope containing Technical Bid should be duly super-scribed “**Technical Bid for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector**”

Envelope No.1 (Technical Bid)

Technical Bid should contain the following: -

- i. Tender Fee Deposit detail (If applicable)
- ii. Earnest Money Deposit (Rs. 93,000/-)
- iii. Part - I of the Tender - A copy of ‘Proposal’ document including Schedules and Annexures duly signed by authorized signatory of the Vendor/Bidder on each page.
- iv. Vendor/Bidder's letter giving technical clarifications needed by him (if any).
- v. An Undertaking by the Authorized Signatory of the Vendor/Bidder on the letter head of the Vendor/Bidder stating that the Vendor/Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice.
- vi. Pre Contract Integrity Pact
- vii. Any other information which the Vendor/Bidder would like to submit along with his 'Quotation'.
- viii. Manufacturer's Authorization Form (MAF) as per proforma given in Part I - schedule 7 of the Tender.
- ix. Organizational / Financial Profile as per proforma given in Part I - Schedule 5 of the Tender.
- x. Statement showing implementation experience details.

It should be specifically noted that the contents of Technical Bid must not reveal commercials.

Envelope No.2 (Commercial Bid)

Commercial Bid should contain following –

- i. Prices in Indian Rupees only with detailed break up of pieces as per Schedule I part II in figures.
- ii. The Commercial Bid should be in conformity with the terms indicated in paragraph 2.13 i.e. Price Composition
- iii. The Commercial Bid should not contradict Technical Bid in any manner.

1.2 Opening of “Quotation”

The Envelopes No.1 containing the Technical Bid will be opened at 1530 hours on 23rd October 2019. The Bids will be opened at this Office in the presence of the Joint Director, BIRD , Sector-H, LDA Colony, Kanpur Road , Lucknow or any other officer designated for the purpose by him and will be opened in the presence of authorized representatives of the individual bidding firms who choose to be present at the time of opening . The date of opening of Commercial Bids will be communicated separately.

Address for Communication;

The Director
BIRD
Sector-H, LDA Colony,
Kanpur Road,
Lucknow - 226012
Contact no.-0522-2421187, 2425917
Email id – dpsp.bird@nabard.org

[T S Raji Gain]
Director

निविदा आमंत्रण सूचना

बैंकर्स इंस्टीट्यूट ऑफ रूरल डेवलपमेंट (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 में स्थित है। बर्ड, लखनऊ ("जैसा है, जहां है" के आधार पर खरीद-वापस व्यवस्था के तहत) भाग- I अनुसूची 6A के अनुसार कंप्यूटर हार्डवेयर और एलसीडी प्रोजेक्टर की आपूर्ति, स्थापना, परीक्षण और कमीशन के लिए मुहरबंद निविदाएं आमंत्रित करता है।

निविदा हमारी वेबसाइट www.birdlucknow.in से डाउनलोड की जा सकती है।

दो भाग निविदा :-

निविदा को दो भागों में जमा करना होगा; तकनीकी निविदा और वाणिज्यिक निविदा

तकनीकी निविदा और वाणिज्यिक निविदा को निविदा दाताओं द्वारा अलग-अलग कवर में विधिवत रूप से सील किया जाना चाहिए और दोनों सीलबंद कवर को एक बड़े कवर में रखा जाना चाहिए जिसे सीलबंद और सुपर-स्क्राइब भी किया जाना चाहिए। बर्ड द्वारा निर्धारित तिथि और समय पर तकनीकी निविदा, निविदा दाताओं की उपस्थिति में खोली जाएगी।

दूसरे चरण में, तकनीकी रूप से योग्य विक्रेताओं की वाणिज्यिक निविदाएं सूचना देने के बाद ही खोली जाएंगी। इसका समय, तारीख इत्यादि अलग से सूचित किया जायगा।

तकनीकी निविदा को सीलबंद कवर में प्रस्तुत किया जाना चाहिए, जिसमें पूर्ण विवरण, निदेशक, बैंकर्स ग्रामीण विकास संस्थान (बर्ड), सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ -226012 को संबोधित किया जाना चाहिए। उद्धरण दस्तावेज के प्रत्येक पृष्ठ पर विक्रेता / निविदा दाता की उचित मुहर के साथ हस्ताक्षर किए जाने चाहिए।

तकनीकी निविदा वाले लिफाफे पर "तकनीकी निविदा, आपूर्ति, स्थापना, परीक्षण और कंप्यूटर हार्डवेयर और एलसीडी प्रोजेक्टर के कमीशन के लिए " लिखा होना चाहिए।

लिफाफा नंबर 1 (तकनीकी निविदा)

तकनीकी निविदा में निम्नलिखित शामिल होने चाहिए: -

- अ. निविदा शुल्क जमा विवरण (यदि लागू है)
- आ. बयाना राशि (₹ 93,000/-)
- इ. निविदा का भाग - एक - अनुसूचियों और अनुलग्नकों सहित दस्तावेज की एक प्रति, जो कि प्रत्येक पृष्ठ पर विक्रेता / निविदा दाता के अधिकृत हस्ताक्षरकर्ता द्वारा विधिवत हस्ताक्षरित हो जमा की जानी है।
- ई. विक्रेता / निविदा दाता द्वारा आवश्यक तकनीकी स्पष्टीकरण देने वाला पत्र (यदि कोई हो)

- उ. विक्रेता / निविदा दाता के लेटर हेड पर अधिकृत हस्ताक्षरकर्ता द्वारा विक्रेता / निविदा दाता यह घोषणा कि निविदा दाता किसी भी भ्रष्ट / धोखेबाजी आदि के लिए केंद्र / राज्य सरकार के संगठन या PSU द्वारा विक्रेता / निविदा दाता को कालीसूची में नहीं दर्ज किया गया है।
- ऊ. प्री कॉन्ट्रैक्ट इंटीग्रेटी पैकट
- ऋ. कोई भी अन्य जानकारी जो विक्रेता / निविदा दाता अपने 'उद्धरण' के साथ जमा करना चाहते हैं।
- ल. निर्माता का प्राधिकरण फॉर्म (MAF) निविदा के भाग I - अनुसूची 7 में दिए गए प्रोफार्मा के अनुसार।
- एँ. निविदा के भाग 5 की अनुसूची 5 में दिए गए प्रोफार्मा के अनुसार संगठनात्मक / वित्तीय रूपरेखा।
- ऐ. कार्यान्वयन अनुभव विवरण दिखाने वाला विवरण।

यह विशेष रूप से ध्यान दिया जाना चाहिए कि तकनीकी निविदा में वाणिज्यिक बोली प्रकट नहीं हो।

लिफाफा नंबर 2 (वाणिज्यिक बोली)

वाणिज्यिक बोली में निम्नलिखित शामिल होने चाहिए -

- अ. कीमतें केवल भारतीय रुपए में विस्तृत ब्रेक अप के साथ अनुसूची I भाग II के अनुसार अंक और शब्दों में।
- आ. वाणिज्यिक बोली अनुच्छेद 2.13 में उल्लिखित शर्तों के अनुरूप होनी चाहिए यानी मूल्य संरचना के अनुसार
- इ. वाणिज्यिक बोली को किसी भी तरीके से तकनीकी निविदा के विपरीत नहीं होना चाहिए।

1.2 "निविदा" खोलना

तकनीकी बोली युक्त लिफाफे को 23 नवंबर 2019 को 1530 बजे संयुक्त निदेशक, बर्ड, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ की उपस्थिति में या उनके द्वारा इस उद्देश्य के लिए नामित कोई अन्य अधिकारी और निविदा दाताओं के अधिकृत प्रतिनिधियों की उपस्थिति में खोला जाएगा, जो निविदा खोलने के समय उपस्थित होना चाहते हैं। वाणिज्यिक निविदा खोलने की तारीख अलग से बताई जाएगी।

संचार के लिए पता;

निदेशक

बर्ड

सेक्टर-एच, एलडीए कॉलोनी,

कानपुर रोड, लखनऊ - 226012

संपर्क नं.-0522-2421187, 2425917

ईमेल आईडी - dbsp.bird@nabard.org

[टी एस राजी गैन]

निदेशक

2. Terms and Conditions

2.0 Scope of work:

The successful bidder needs to provide the following elements: -

2.0.1 Supply:

- a) Licenses for all the Hardware, Software Components.
- b) Manuals of the Hardware and Software
- c) Media like recovery CD etc. in the form of CD, DVD, Pendrive etc.

2.0.2 Installation:

Installation, Commissioning & Configuration of the supplied equipment/Software's at BIRD's office, Lucknow.

2.0.3 Warranty support:

The successful 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**. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

2.1 Conditions of the TENDER:

- 2.1.1 Specific authorization from the original manufacturer of the Hardware and Software (wherever applicable) would be required for this tender.
- 2.1.2 Complete specifications of all the products and services recommended in the proposal inclusive of make/manufacturer/ developer shall have to be provided along with the technical bid. If not, bid will not be considered for commercial.
- 2.1.3 The bidder has to submit supporting documents along with the Technical bid that the bidder is authorized to bid the Hardware and Software (wherever applicable) [which are not his products] recommended by him in the proposal.
- 2.1.4 Submission of proposal in response to the Tender enquiry does not bind BIRD to award a purchase order for any service or product. BIRD would only deal with the successful bidder in matters related to Technical, Commercial and Legal aspects.
- 2.1.5 BIRD reserves the right to reject any particular bid or all the bids without assigning any reason whatsoever. Failure to select a bidder by BIRD shall not make BIRD liable to pay claim.
- 2.1.6 The bidder acknowledges the responsibility to respond promptly in contract with BIRD by submitting the proposal against this Tender enquiry. Failure to do so shall relieve BIRD of any contractual obligation to the bidder and BIRD reserves the right to select any other bidder for the awarded work.
- 2.1.7 Any additional/different terms & conditions proposed by the bidder shall be treated as rejected unless expressly assented in writing by BIRD.
- 2.1.8 The bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.
- 2.1.9 Any response or Communications whatsoever from the bidder received after the last date/time shall be strictly treated as invalid unless called for by BIRD.

- 2.1.10 No expense incurred by the bidder in the preparation of the quotation against the present tender enquiry shall be borne by BIRD. The submitted bids once opened shall not be returned to the bidder.
- 2.1.11 The price quoted for all components/products/services in the proposed solution should be competitive (which includes buy back amount).
- 2.1.12 The technical & functional specifications of all the items should comply with the criterion given under the relevant section of this tender. BIRD reserves the right to accept or reject any tender based on deviations (as per the discretion of BIRD), if any, from the technical specifications.
- 2.1.13 Any corruption/damage in the software or media (wherever applicable) provided by the bidder shall be rectified during the full warranty period of the contract at no extra cost to BIRD.
- 2.1.14 The hardware, software and the overall system shall be supported by the successful bidder for the entire period of warranty. The bidder is required to submit an undertaking to this effect along with the technical Bid. Absence of the undertaking shall make the Bid liable for rejection.
- 2.1.15 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.
- 2.1.16 The successful bidder shall provide Machine Installation Reports, Supply Completion Report and Performance Guarantee Certificate after completion of work.

2.2 Eligibility Criteria:

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

- 2.2.1 The product offered should comply with the certifications indicated in detailed specifications of the hardware/software. The bidder should submit supporting documents along with the Technical Bid.
- 2.2.2 The bidder should be direct channel partner of the OEM, preferably highest level channel partner and should be the one-point contact for the entire project.
- 2.2.3 The bidder should provide proper authentication from the manufacturer/OEM as per the proforma given in Part I schedule 7 of the Tender. Bids without proper authentication from the manufacturer/OEM shall be treated as incomplete and shall be rejected.
- 2.2.4 The bidder should submit the valid Trade License Certificate along with the Technical Bid (if any).
- 2.2.5 The bidder should have a dedicated comprehensive support Service Centre at Lucknow and also be able to arrange onsite support.
- 2.2.6 The bidder should produce document in support of having experience in System Integration or similar kind of work.
- 2.2.7 The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.

- 2.2.8 The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part of Technical Bid.
- 2.2.9 The Vendor/Bidder should submit its Organizational / Financial profile in the proforma detailed in Part 1 - Schedule 5 as a part of Technical Bid. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Bid.
- 2.2.10 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 the estimated cost of tender in each year . 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 Bid.
- 2.2.11 The vendor/Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document.
- 2.2.12 For registered MSEs viz., DIC/KVIC/KVIB/NSIC - L-1+15% shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone else and such MSE shall be allowed to supply to 20 percent of total tendered value. The 20% quantity is to be distributed proportionately among these bidders in case there are more than one MSMEs within such price band. Within this 20% a purchase preference of four percent (i.e. 20% is reserved for MSEs owned by SC/ST entrepreneurs (if they participate in the tender process and match the L1 price). Provided that in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub target shall be met out from other MSEs who would be treated as owned by SC/ST entrepreneurs.
- 2.2.13 Domestically Manufactured Electronic Products
- 2.2.13.1. The guidelines contained in GOI policy on procurement preference for Domestically Manufactured Electronics Products (DMEP) will be applicable for this tender. Accordingly, the DMEP bidder quoting a price within the band of L1 + 20 (twenty) per cent, in a situation where the L1 price is not from a DMEP, is eligible for being awarded minimum 30 (thirty) per cent of the total tendered value, if he agrees to match the L1 price. In case the first eligible DMEP bidder fails to match the L1 bid, the DMEP bidder with the next higher bid will be invited to match the L1 bid and so on. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding the L1 bid will secure the order for the full procurement value.
- 2.2.13.2 In the situation of there being more than one L1 bid, then the order will be divided equally among the L1 bidders. Similarly, in a situation where there are more than one DMEP bidder quoting identical bid amounts and agreeing to match L1 price, then the 30% tendered value will be divided among such DMEP bidders.
- 2.2.14 Performance Security (Bank Guarantee)/ Initial Security Deposit (ISD): To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder who has been awarded the contract. Performance Security is to be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Nationalized Commercial Banks or online payment in an acceptable form to safeguard the Bank's interest in all respects. The amount of Performance Security shall be 5% of the accepted value of the tender to be deposited by the vendor within 15 days of intimation of acceptance of his tender. A specimen of Bank Guarantee in lieu of performance security is enclosed as Schedule 4 of Part I.

Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. However, the Security is liable to be forfeited in case the vendor/ contractor commits breach of any of the terms and conditions of the contract or fails to complete the work or deliver the goods/services. Bid Security will be refunded to the successful bidder on receipt of Performance Security (Bank Guarantee) in full. In case the vendor desires the bid security to be adjusted against the Performance Security, the Performance Security or Bank Guarantee for the balance amount shall be obtained.

2.3 Installation / Implementation Experience:

The Vendor/Bidder must have experience, in last three years, of installation, testing and commissioning of Hardware/Software 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 Bid.

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.

2.4 Validity period of the TENDER:

- a) The quotation shall remain open for acceptance by BIRD for a **period of 90 days from the date of opening of Technical Bid**. The period may be extended by mutual agreement and the Vendor/Bidder shall not cancel or withdraw the 'quotation' during this period.
- b) The Vendor/Bidder must use only the formats prescribed in "Tender Document" to fill in the quotation.
- c) The 'Quotation' must be filled in English and the amounts should be both in figures and words. If any of the documents is missing or unsigned, the 'Quotation' will be considered invalid and rejected by BIRD at its discretion.
- d) All erasures and alterations made while filling the 'Quotation' must be attested by initials of the Vendor/Bidder. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the 'Quotation' invalid at BIRD's discretion. No advice of any change in rate or conditions after the opening of the 'Quotation' will be entertained.

2.5 Signatory:

Each page of the 'Quotation' document and Technical Bid should be signed by the person or persons submitting the 'Quotation' in token of Vendor/Bidder having acquainted himself with the General Conditions of Contract, Specifications, etc., as laid down.

2.6 Opening of Quotation

Part I of the quotation i.e. Technical Bids will be opened at 1530 hours on 23rd October 2019 at BIRD, Lucknow in the presence of the Vendors/Bidders who choose to remain present. The date of opening of Commercial Bids will be communicated separately.

2.7 Earnest Money Deposit (EMD)

The Vendor/Bidder shall furnish an EMD for an amount of Rs.93,000/- (Rupees Ninety Three Thousand only) in the form of Demand Draft drawn on any Scheduled Bank in favor of Bankers Institute of Rural Development, payable/enforceable at Lucknow.

The EMD should form part of the Quotation Documents (Technical Bid - [Part I]) submitted by the Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

The EMD of unsuccessful Vendors/Bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. No interest is payable on this amount.

The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hard Ware only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is payable on this amount.

The EMD shall be forfeited:

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

BIRD's decision in the above cases will be final.

2.8 Bid Price

Tender document may be downloaded from BIRD's website free of cost: www.birdlucknow.in or can be collected from office on payment of Rs. 1,000/- (Rupees One Thousand Only, to BIRD, Lucknow (Only online payment shall be accepted).The account detail of BIRD, Lucknow are:-

Beneficiary Name	Bankers Institute of Rural development
Bank Name	Kotak Mahindra Bank Ltd.
Branch Name	Ashiana Colony, Kanpur Road, Lucknow
Account Number	5411848265
IFSC code	KKBK0005199
Type of Account	Saving

2.9 Warranty period:

During the warranty period of 3(Three) years Vendor/Bidder shall provide on-site free maintenance services for trouble shooting of hardware and related software problems and replacement of parts free of charge. In addition to this, the Vendor/Bidder shall update/upgrade the Software and also provide any new versions released as part of warranty.

2.10 Performance:

2.10.1 Response Time to errors:

The vendor undertakes and guarantees that all the Critical Errors will be resolved within twenty four hours of the BIRD intimating the same through e-mail, telephone or fax.

2.10.2 Spare parts:

The vendor will make the arrangement of spare parts for the Hardware and accessories available for a minimum period of three year (warranty period) from the time of acceptance of the system. If any of the peripherals/components are not available during the warranty period, the substitution shall be carried out with peripherals/ components of equivalent or higher capacity. A written confirmation from the Hardware OEM regarding the same should be attached.

2.11 Indemnity:

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

The Bidder shall indemnify, protect and save BIRD and hold BIRD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings. (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract, (ii) breach of any of the terms of this Tender or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder. (iv) Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The Bidder shall further indemnify BIRD against any loss or damage to BIRD's premises or property, BIRD's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. **The successful Vendor/Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format (Part I – Schedule 3) within 15(fifteen) days of award of tender.**

2.12 Performance Bank Guarantee

The successful Bidder shall, at his own expense, deposit with the Director, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012 within 15 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of Part I - Schedule 4 for an amount equivalent to 5% of the of the total order value of hardware and software in lieu of Retention Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hard Ware only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is payable on such amount.

The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

Without prejudice to the other rights of BIRD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to BIRD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. BIRD shall

notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the warranty period of 3 (Three) years after due performance of the obligations of the Bidder under the contract.

Failure of the successful Bidder/Vendor to enter into contract within 10 days or within such extended period, as may be specified by the Director, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.

2.13 Price Composition:

The price offered to BIRD must be in Indian Rupees, inclusive of all taxes and duties such as GST, etc. and packing forwarding, import and custom clearance, transportation, Insurance till delivery at BIRD, Lucknow, cost of installation commissioning and comprehensive on-site maintenance services under warranty.

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

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

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

2.14 No Price Variations

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

2.15 Import Obligations:

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

2.16 Terms of Payment

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

2.16.1 Supply of Hardware & Software Components:

90% of the total cost of Hardware & Software Components shall be paid on supply and installation of the listed Hardware & Software Components at the designated places and on submission of the Machine Installation Report (MIR) issued by the competent authority of BIRD.

2.16.2 Balance Payment:

10% of the total cost of Hardware & Software Components shall be paid after submission of Performance Bank Guarantee as per proforma indicated as per Part I - Schedule 4.

2.17 Term of execution of work:

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

2.18 Timely completion and Liquidated Damages:

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

2.19 Agreement:

The issue of letter of award of work by BIRD shall be construed as a binding contract.

2.20 Confidentiality:

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

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

2.21 Settlement of disputes by Arbitration:

a) The bid and any contract resulting there from shall be governed by and construed according to the Indian Laws.

b) All settlement of disputes or differences whatsoever, arising between BIRD and the Bidder out of or in connection to the construction, meaning and operation or effect of this bid or in the discharge of any obligation arising under this bid whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between the BIRD's representative and the Bidder's representative.

c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, BIRD shall send to the Bidder a panel of five names of persons who shall be presently unconnected with BIRD or the Bidder. The Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to BIRD within 30 days of receipt of the names. BIRD shall there upon without delay appoint the said person as the sole arbitrator. If the Bidder fails to select the person as sole arbitrator within 30 days of receipt of the notice from panel and inform BIRD accordingly, BIRD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever; another person shall be appointed by BIRD from the above list of persons.

- d) The venue of the arbitration shall be at Lucknow and the language of arbitration shall be English.
- e) The award of Arbitration shall be final and binding on both the parties.

Work under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in writing by BIRD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by BIRD to the Bidder shall be withheld on account of the ongoing arbitration proceedings. If any, unless it is the subject matter, or one of the subject matters thereof.

2.22 Order cancellation

BIRD reserves its right to cancel the entire/unexecuted part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions:-

- a Delay in delivery of the ordered equipment, etc., beyond four weeks from the date of acceptance/receipt of the work order (except with written permission from BIRD).
- b Delay in installation and commissioning of the system beyond four weeks from the date of acceptance/receipt of the work order (except with written permission from BIRD).
- c Any other appropriate reason in view of BIRD.

In addition to the cancellation of the work contract, BIRD reserves the right to foreclose the Bank guarantee given by the Vendor/Bidder towards performance of the contract to appropriate the damages.

2.23 Right to Accept or Reject the Quotation

BIRD does not bind itself to accept the lowest bid or any or all Quotations and Reserves to itself the right to accept or reject any or all the 'Bids', either in whole or in part without assigning any reasons for doing so.

If any conditions are stipulated at the time of submission of 'Bids', they will be Liable to be summarily rejected.

2.24 Right to alter quantities

BIRD reserves the right to alter quantities to be purchased on the same terms and conditions. Bidders are required to satisfy themselves by inspecting the Computer Hardware & LCD Projector proposed under buyback before submitting their bids.

2.25 Force Majeure

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

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

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

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

2.25.5 Notwithstanding above, the decision of BIRD shall be final and binding on the Bidder.

2.26 Evaluation Process

Only Quotations received on or before the stipulated date and time for responding to the Tender will be considered for further evaluation. The evaluation process will include:-

- a) Evaluation of Tender response (this may include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.)
- b) The final decision regarding selection of Vendor/Bidder will be taken by BIRD after technical as well as commercial bid preferred by the bidders. The implementation of the project will commence upon successful negotiation of a contract between BIRD and the selected Vendor/Bidder. BIRD reserves the right to reject any or all proposals fully or partially.
- c) Similarly, BIRD reserves the right to include or not to include any Vendor/Bidder in the final short-list.
- d) Vendor/Bidder will submit a certificate as detailed in Part I Schedule 1, on the letterhead and duly signed by Authorized signatory. This certificate will also form part of Technical Bid.

2.27 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, 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 Schedule No 8 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.

2.28 List of Computer Hardware & LCD Projector under buyback

Desktops, Laptops, Printers & LCD Projectors listed are under buy back arrangement on 'as-is-where-is' basis and the vendor has to make his own arrangement to take these them. The details of the Desktops, Laptops, Printers & LCD Projectors are mentioned in Part-1 Schedule-6B

Part- I

Schedule 1

(Letter to BIRD on Vendor/Bidder's letterhead. It may be ensured that Part I and Schedule 1 indicated above does not appear on the letterhead)

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

Madam,

Sub: BIRD's Notice Inviting Proposal for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector (under buy-back arrangement on "as is where is" basis) for BIRD Sector-H, LDA Colony, Kanpur Road, Lucknow

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 Bid for supply of the equipment and services as detailed in your above referred inquiry.

We confirm that the Bid 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 Bid either in part or in full. If BIRD rejects the Bid in full or in part, BIRD may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Part- I

Schedule 2

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

The Director
Bankers Institute of Rural Development
Sector-H,
LDA Colony, Kanpur Road,
Lucknow - 226012

Madam,

Sub: BIRD's Notice Inviting Proposal for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector (under buy-back arrangement on "as is where is" basis) for BIRD Sector-H, LDA Colony, Kanpur Road, Lucknow

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/Business Partner) to you at the same terms and conditions as Proposed by M/s. _____. This assurance will be valid for a minimum period of three years after handing over of the installation and for a further period as may be decided on the basis of a joint review after expiry of three years.

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

Yours faithfully

For

(Name & Designation)

Bankers Institute of Rural Development, Lucknow
Part III

Schedule 3

(Letter of Indemnity and Undertaking)

(To be stamped on Rs.500/- stamp paper)

The Director
Bankers Institute of Rural Development
Sector-H,
LDA Colony, Kanpur Road,
Lucknow - 226012

Madam,

Sub: BIRD's Notice Inviting Proposal for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector (under buy-back arrangement on "as is where is" basis) for BIRD Sector-H, LDA Colony, Kanpur Road, Lucknow

In consideration of Bankers Institute of Rural Development (BIRD), an autonomous training institution registered as a Society under Societies Registration Act, 1860, promoted by National Bank for Agricultural & Rural Development (NABARD) having, its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow 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 _____ 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 computer hardwares 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 hardwares"

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 _____

(i) Witness*

(ii) Witness*

* Should contain Signature with date, Name & Designation, Address and Contact Nos.

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony, Kanpur Road Lucknow

Part-I

Schedule 4

PERFORMANCE BANK GUARANTEE FORMAT

(on Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at _____ on this day of _____
BY BIRD, a training institute constituted under Societies Registration Act, 1860, having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow – 226012 (hereinafter referred to as "**BIRD**" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns)

IN FAVOUR OF

Bankers Institute of Rural Development (BIRD) an autonomous training institution registered as a Society under Societies Registration Act, 1860, promoted by National Bank for Agricultural & Rural Development (NABARD), having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow (Hereinafter referred to as "**BIRD/Purchaser**" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) BIRD is desirous of installing and commissioning Computer Hardware & LCD Projector at its office at Sector-H, LDA Colony, Kanpur Road, Lucknow (hereinafter referred to as "**said works**") and has requested _____ a _____ registered/established/constituted under/by

_____ Act having its Head Office at _____ (hereinafter referred to as "Contractor" which expression shall, unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

2. The Contractor has submitted his Bid/tender to execute the said works for a total sum of Rs _____ (Rupees _____ only).

3. One of the conditions of the said tender is that the Contractor shall furnish to BIRD a Performance Bank Guarantee (PBG) for an amount of 5% of the total value order of Computer Hardware & LCD Projector i.e. _____ (Rupees only) in favour of BIRD for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.

4. The Contractor has approached us for issuing a PBG in favour of BIRD for an amount of (Rupees _____ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor. We _____ (Name of the Bank) both hereby irrevocably and unconditionally guarantee to pay to BIRD, forthwith on mere demand and without any demur, as may be claimed by BIRD to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by BIRD by reason of failure to perform the said works as per the said contract.

2). Notwithstanding anything to the contrary, the decision of BIRD as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask BIRD to establish its claim or claims under this Guarantee but shall pay the same to BIRD forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by BIRD on the Bank shall be conclusive and binding notwithstanding any difference/dispute between BIRD and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3). This Guarantee shall expire at the close of business hours on _____ (this date should be the date of expiry of the warranty/contract plus 180 days) without prejudice to BIRD's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

4). The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of BIRD in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of BIRD under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or BIRD certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5). In order to give full effect to the Guarantee herein contained, BIRD shall be entitled to act as if the Bank is BIRD's principal debtors in respect of all BIRD's claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6). The Bank agrees with BIRD that BIRD shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by BIRD against the contractor and

either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of BIRD or any other indulgence shown by BIRD or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7). The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of BIRD by any amalgamation or absorption or with the contractor, Bank or BIRD, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8). This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9). Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

10). It shall not be necessary for BIRD to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which BIRD may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

11). Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.

12). Notwithstanding anything contained herein: -

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to _____ (Rs. _____ only)
- b) This Guarantee shall remain in force up to _____ or up to the date extended by renewal of this guarantee.
- c) Unless the demand/claim under this guarantee is served upon us in writing before _____ or on or before the expiry of six months from the validity date

extended by renewal of this guarantee. All the rights of BIRD under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

13) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ----- ----- day of ----- 2019 at

For and on behalf of ----- Bank.

Sd/_____

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony, Kanpur Road Lucknow

Part –I

Schedule 5

Organizational / Financial Profile of the Vendor/Bidder

1. Constitution Proprietary/Partnership/Private Ltd. /Public Ltd. (*Tick one*)

2. Established
since

3. Address for Communication

4. Classification: Solution Provider/System Integrator Hardware
Vendor/Bidder/Software Developer

5. If Joint Venture, then specify names of Partners in the Service Support Co, JV

i)

ii)

6. Others (please specify) _____

Position/Designation

7. Name(s) of Name Proprietor(s) / Partner(s) / Directors

8. Number of Hardware/System Software Engineers familiar with the Product offered

9. Total Number of Employees_____

10. Number of
locations where
Service Support
Centers are available
for catering to the
Product being
supplied

11. Products (details)

12. Business Figures for 3 years (copies of supporting documents to be enclosed)

Year	Sales turnover (Rs. Lakh)			Net Profit (Rs. Lakh)	
Current Year					
Last Year					
Year Before Last					
List of reputed major Corporate Customers to whom the similar solution is provided	<i>Please furnish details in the following format. Important : Indicate the contract details of at least 3 years</i>				
Name and address of the Customer with phone number	Approx. total units connected using devices supplied in Customer's Organization	Year of Supply	Brief details of items supplied	Approx. Value of order (₹)	Whether the Customer is continuing under Warranty/AMC

Signature of Vendor/Bidder

Name:

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony Kanpur Road, Lucknow

Part I

Schedule 6A

Detailed Specifications for All-in-one (AIO) PC (Windows)

Sl.	Item	Minimum Specifications	Specification offered by Bidder
	Make		
	Model		
1	CPU	Intel Core i5-8500 or above/equivalent	
2	Memory	8 GB or above (DDR4)	
3	Chipset	Intel Chipset Motherboard with onboard Graphics sound card and Ethernet port	
4	Display	Monitor 23" or higher IPS LED backlit widescreen Touch Display with Anti-Glare and FHD resolutions (1920 * 1080)	
5	HDD	1 TB HDD	
6	Optical Drive	DVDR/W	
7	Ports	at least 2 USB 3.0 ports, HDMI out or Display Port	
8	Key Board & 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 Professional preloaded (No volume based licenses allowed)	
11	Compliance	Energy Star Compliance or EPEAT registered, ROHS, TPM 2.0 or equivalent	
12	Multimedia	HD Audio, Inbuilt Stereo Speakers, Integrated Microphone, HD Webcam	
13	Warranty	Three-years Comprehensive On-site warranty including Key Board and Mouse from the OEM (note :not by vendor)	

*** Give complete details. If required, please attach separate sheets*****The specifications offered may be clearly indicated.****“Yes” under specifications offered will not be accepted.**

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony Kanpur Road, Lucknow

Part I

Schedule 6A

Detailed Specifications for Conventional Desktop (Windows)

Sl.	Item	Minimum Specifications	Specification offered by Bidder
	Make		
	Model		
1	CPU	Intel i5-8500 Processor or above/equivalent	
2	Memory	8 GB or above (DDR4)	
3	Chipset	Intel Chipset Motherboard with onboard Graphics sound card and Ethernet port or equivalent	
4	Form Factor	Small Form Factor	
5	Monitor	Monitor 18.5"	
6	HDD	256 GB SSD(Solid State Drive)	
7	Ports	6 USB (at least 2 on the Front Side and at least 2 USB 3.0)	
8	Key Board/Mouse	Standard Key board and USB Optical/ Laser Scroll Mouse	
9	Operating System	Windows 10 Professional pre-loaded (No volume based licenses allowed)	
10	Compliance	Energy Star Compliance, ROHS, TPM 2.0 or equivalent	
11	Warranty	Three-years Comprehensive On-site warranty provided by OEM (note :not by vendor)	

*** Give complete details. If required, please attach separate sheets*****The specifications offered may be clearly indicated.****“Yes” under specifications offered will not be accepted.**

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony Kanpur Road, Lucknow

Part I

Schedule 6A

Detailed Specifications for Conventional Laptop (Windows)

Sl.	Item	Minimum Specifications	Specification offered by Bidder
	Make		
	Model		
1	CPU	Intel i5-8500 or above/equivalent	
2	Memory	8 GB or above (DDR4)	
3	Display	14 inches 1366 x 768 Anti-Glare	
4	HDD	256 GB SSD	
5	Connectivity	10/100/1000 Gigabit Ethernet Port, 802.11ac, Bluetooth® 4.1	
6	Ports	USB 3. x Port : 1 or more USB Type-C Port : 1 HDMI Port : 1 VGA Port : 1 SD Card Reader : 1	
7	Power Supply & Battery	Integration Li-Ion 40 Whr battery/Battery Backup minimum 4 hours	
8	Operating System	Windows 10 Professional preloaded (No volume based licenses allowed)	
9	Multimedia	Inbuilt Speakers, Integrated Microphone, Integrated Webcam	
10	Key Board & Mousepad	Integrated Backlit Keyboard, Inbuilt Touchpad	
11	Others	Laptops weight – Less than 2 Kg, Laptop Backpack (Bag)	
12	Compliance – Energy Efficiency	RoHS-compliant, Energy Star or EPEAT or equivalent compliance	
13	Warranty	Three-years Comprehensive On-site warranty from the OEM (note :not by vendor)	

*** Give complete details. If required, please attach separate sheets*****The specifications offered may be clearly indicated.****“Yes” under specifications offered will not be accepted.**

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony Kanpur Road, Lucknow

Part I

Schedule 6A

Detailed Specifications for Network Color Laser Printer (Type-A4 size print output)

Sl.	Feature	Minimum Specification	Specification offered by Bidder
	Make		
	Model		
1	Resolution	600 × 600 dots per inch (dpi) for both Color and B/W	
2	Print Speed	21 pages per minute for B/W and Color	
5	Duplex Printing	Automatic two sided Printing	
7	Connectivity	Hi Speed USB 2.0 and Ethernet 10/100	
14	Warranty	03 years Comprehensive onsite warranty from OEM	

*** Give complete details. If required, please attach separate sheets**

***The specifications offered may be clearly indicated.**

“Yes” under specifications offered will not be accepted.

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony Kanpur Road, Lucknow

Part I

Schedule 6A

Detailed Specifications for 3 in-1 (Print, Copy & Scan) Laser Printer (Type-A4 size print output)

Sl.	Feature	Minimum Specification	Specification offered by Bidder
	Make		
	Model		
1	Resolution	1200 × 1200 dots per inch (dpi)	
2	Print Speed	28 pages per minute or above	
5	Duplex Printing	Automatic two sided Printing/scanning	
7	Connectivity	Hi Speed USB 2.0 and Ethernet 10/100	
8	Warranty	03 years Comprehensive onsite warranty from OEM	

*** Give complete details. If required, please attach separate sheets**

***The specifications offered may be clearly indicated.**

“Yes” under specifications offered will not be accepted.

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony Kanpur Road, Lucknow

Part I

Schedule 6A

Detailed Specifications for LCD Projector

Sl. No.	Feature	Minimum Specifications	Specification offered by Bidder
	Make		
	Model		
1	Technology	LCD/DLP	
2	Picture Brightness	3000 ANSI Lumens or above	
3	Panel Resolution	1280 x 800 pixels (WXGA) and above	
4	Projection Lamp	UHP 200w or above	
5	Keystone Correction	U/D ratio 20:01 or $\pm 30\%$	
6	Life of Lamp (standard Mode)	4000 hours or above	
7	Contrast ratio	10000:1 (Full white/ full black) or higher	
8	Zoom/ Focus	1.1x or above Manual Zoom / Manual Focus	
9	Screen Size	Adjustable from 30" to 300 inches	
10	Throw Distance	1.2 m. to 8 metres or better	
11	Terminals /Interface	Computer Input/ Output, Computer Audio Input, USB 3.0 compatible with USB 2.0, Computer control port, S-video input, AV input, Audio output, RJ-45, HDMI 1.4 cable with preferably length of at least 5 meters.	
12	Color System	PAL/ SECAM / NTSC / NTSC4.43 / PAL-M/N	
13	Net Weight	Less than 4 kg	
14	Wireless Connectivity	Wireless Capability along with Manufacturer's USB Wireless LAN adaptor (to be supplied as accessory with projector)	
15	Standard Accessories	Computer Cable, Control Cable, Lens cover, Carrying Case, Remote control, Software, AC power supply cord, Laser Pointer, Dust Cover etc.	
16	Warranty	3 years of Comprehensive On-site warranty from OEM	

*** Give complete details. If required, please attach separate sheets*****The specifications offered may be clearly indicated.****“Yes” under specifications offered will not be accepted.**

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony Kanpur Road, Lucknow

Part I

Schedule 6B**Buy Back List “as is where is” basis**

Sl.	Item	No. of Units
1	Buy Back-Desktops PCs <i>(HP, ACER, HCL & DELL Make)</i>	53
2	Buy Back-Printers (Inkjet (37), Laser (22), Color Laser (02), MFP Laser (02), DMP (01) <i>(HP, EPSON, WIPRO & SAMSUNG Make)</i>	64
3	Buy Back-Laptops <i>(HP, HCL, ACER & IBM Think Pad Make)</i>	13
4	Buy Back-LCD Projectors <i>(Sony, Sharp, Epson & Sanyo Make)</i>	12
	Total	142

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony, Kanpur Road Lucknow

Part-I

Schedule 7

Manufacturer's Authorization Form (MAF)

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

No. _____ dated _____

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

Madam,

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

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

Yours faithfully,

(Name)

For and on behalf of

M/s (Name of manufacturer)

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

Bankers Institute of Rural Development (BIRD)
Sector-H, LDA Colony, Kanpur Road Lucknow

Part-I
Schedule 8
PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

Bankers Institute of Rural Development (BIRD) hereinafter referred to as “The Principal”

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe 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) .

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.

Section2 – Commitments of the Bidder(s)

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

- a. The Bidder(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) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(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) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(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) 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) 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), 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) 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

- (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)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are 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 his 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 :

Shri Subodh Kumar Goel 501, Tower-6

Common Wealth Games Village New Delhi – 110 092

- (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 as confidential. He / she reports to the Director, BIRD.
- (3) The Bidder(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) Sub-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 Contract or 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, 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. Lucknow.
- (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)
(OfficeSeal)

(For & on behalf of the Bidder)
(OfficeSeal)

Place_____

Date _____

Witness 1:

(Name &Address)

Witness2:

(Name &Address)

Format of Complaint to Independent External Monitor

1. Name of Regional Office/Head Office :
2. Name of Complainant/Vendor :
3. Address and Contact No. :

4. Tender details

- a. Particulars :
- b. Date of Tender called for :
- c. Last date of Submission :
- d. Date of Opening Tender :

5. Nature of Complaint in brief :

6. Supporting documents enclosed/evidence :

7. Relief sought :

Signature and date

Schedule-10
Specimen of Letter of Authorization

To

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

Madam

Subject:

We _____ (name of the 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 of 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.

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

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony, Kanpur Road Lucknow

Part II

Schedule 1

**Tender Document for Supply, Installation, Testing and Commissioning of Computer Hardware & LCD Projector
(under buy-back arrangement on “as is where is” basis)**

Commercial Bid

(A)

(Amount in Rupees)

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

Purchase of new Laptops							
Sl. No.	Description	Quantity	Unit Price (Rs)	Total (Rs.)	GST (Rs.)	Octroi/Entry tax, if any (Rs.)	Total inclusive of all taxes (Rs.)
A	B	C	D	E=(CxD)	F	G	H=(E+F+G)
1	All In One (AIO) PC as per specification in Schedule 6A	01					
2	Desktop PC as per specification in Schedule 6A	53					
3	Laptop as per specification in Schedule 6A	13					
4	Color Printer as per specification in Schedule 6A	03					
5	3 in Printer as per specification in Schedule 6A	07					
6	Projector as per specification in Schedule 6A	06					
	Grand Total	83					

Place:

Date:

Signature of Authorized Person with Seal

Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony, Kanpur Road Lucknow

Part II

Schedule 1

Buy Back of Desktop PCs, Laptop, Printer & LCD Projector

“as is where is” basis

Commercial Bid

(B)

(Amount in Rupees)

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

Sl. No.	Buy Back of Desktop PCs, Laptop, Printer & LCD Projector			
	Description	Quantity	Unit Price (Rs)	Total
A	B	C	D	E=(C x D)
1	Desktop PCs “as is where is” basis as per Schedule 6B	53		
2	Laptops “as is where is” basis as per Schedule 6B	13		
3	Printers “as is where is” basis as per Schedule 6B	64		
4	LCD Projector “as is where is” basis as per Schedule 6B	12		
	Grand Total	142		