

REQUEST FOR PROPOSAL FOR MICROSOFT OFFICE Home and Business 2016 SOFTWARE with Media and License

<u>RFP Reference Number: PBGB/HO/DIT/ 3960 /2015-16 dated 11.01.</u> 2016

The General Manager (In charge of IT)
Paschim Banga Gramin Bank
Head Office,

Department of Information Technology,

Natabar Pal Road, Chatterjee Para More,

Tikiapara, Howrah 711 101

 ${\it Email:rrb.pbgb@ucobank.co.in/ho.dit@mail.pbgb.co.in}$

Website: www.paschimbangagramin bank.com

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Please read Paschim Banga Gramin Bank as "PBGB"

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Important Detail about RFP

Note: Bids will be opened in the presence of the Bidders' representative who chooses to attend Bid opening meeting

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Checklist

The following items must be checked before the bid is submitted:

- 1. Demand Draft / Pay Order of INR 2,000 (Rupees Two Thousand Only) inclusive of taxes, in Envelope "A" towards cost of RFP.
- 2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 45,000/- (Rupees Fourty Five Thousand only) towards Bid Security in Envelope "A" Earnest Money Deposit (EMD)
- 3. Envelope "A" Eligibility Criteria Response.
- 4. Envelope "B" Technical Response
- 5. Envelope "C" Commercial Bid.
- **6.** Eligibility, Technical and Commercial Bids prepared in accordance with the RFP document.
- 7. Copy of this RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope "A".
- 8. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid and any other documents submitted duly sealed and signed by the authorized signatory.
- 9. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
- 10. Prices to be quoted in Indian Rupees (INR).

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RFP for Supply of Microsoft Office Home and Business 2016.

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Section 1 - BID Schedule and Address

S.No.	Description	
1	Name of Project	RFP for Supply of MS Office Home and Business 2016 with Media and License.
1	Tender Reference Number	RFP Reference Number: PBGB/HO/DIT/3960 /2015-16 dated 11.01.2016
2	Date of publishing of RFP Document on the Website	11.01.2016
3	Last date and time of receiving Bidders" Pre-Bid clarifications in writing through E-mail (Email:rrb.pbgb@ucobank.c o.in/ho.dit@mail.pbgb.co.in)	27.01.2016
4	Last date and time for Submission of Bids	27.01.2016 15.00 Hrs.
5	 a) Date and Time of Eligibility & Technical Bid Opening b) Date and Time of Commercial Bid Opening 	a)27.01.2016 15.30 Hrs. b)Will be informed to the Eligible & Technically qualified Bidders
6	Place of Bid Submission and Opening of Bids	Paschim Banga Gramin Bank, Department of Information Technology, Ist Floor, Head Office – Natabar Pal Road, Tikiapara, Howrah- 711 101
7	Name and Address for communication	General Manager, DIT Paschim Banga Gramin Bank Head Office – Natabar Pal Road, Tikiapara, Howrah- 711101 E-mail: ho.gm2@mail.pbgb.co.in
8	Bid Related Queries	Shri Pulakesh Maji, Manager, DIT, Head Office – Natabar Pal Road, Tikiapara, Howrah- 711 101 Mob:-9434034996 E-Mail:ho.dit@mail.pbgb.co.in
9	Bid Cost	Rs.2000.00 (inclusive of service Tax @12.36%)
10	EMD	Rs.45,000/-

Note: 1.Bids will be opened in the presence of the bidders' representatives who choose to attend.

2.Date and Time of Commercial Bid Opening will be intimated later to the eligible bidders.

3.Bid Cost: DD shall be made in favor of "PASCHIM BANGA GRAMIN BANK" of amount of Rs.2,000.00 (including service Tax @12.36%)(Non-Refundable)_payable at Kolkata.

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Section 2 - Introduction

2.1 About Paschim Banga Gramin Bank:

Paschim Banga Gramin Bank (hereinafter referred to as 'the bank') is one of the leading Regional Rural Banks with 218 branches in rural areas across four districts viz. Howrah, Hooghly, Bardhaman and Birbhum. The Bank is implementing Core Banking Solution (CBS) at the branches and automating all operations in the controlling offices. Bank intends to purchase of MS Office Home and Business 2016 with Media and License for 100 (One Hundred) Users.

2.2 Objective of this RFP:

Paschim Banga Gramin Bank (PBGB) proposes to procure 100 MS Office Home and Business 2016 with Media and License for use at its Offices in Howrah, Hooghly, Bardhaman, Birbhum and Head Office.

2.3 Cost of the RFP

The bidding document to be downloaded from the Official Website of PBGB (www.paschimbangagraminbank.com)

Cost of original set of bid documents is Rs. 2000/- (Rs. Two thousand only). The payment towards bid document shall be made through an A/C payee Bank Draft/Pay Order on any scheduled Bank in India payable at Kolkata, drawn in favour of PASCHIM BANGA GRAMIN BANK. The Bank Draft/Pay Order must be accompanied with the bid at the time of submission. Any bid submitted without the said bank Draft/Pay Order will be summarily rejected.

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. PBGB is not bound to disclose the grounds for rejection of Bid. The decision of the PBGB regarding the final declaration of the successful Bidder shall be final.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions,

inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

2.5 Ownership of this RFP

The content of this RFP is a copy right material of Paschim Banga Gramin Bank. No part or material of this RFP document should be published on paper or electronic media without prior written permission from PBGB.

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Section 3 – Scope of Work

3.1 Scope of Work:

Supply of MS Office Home and Business 2016 with Media and License to PBGB for office use at Howrah, Hooghly, Bardhaman , Birbhum and Head Office.

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Section 4 - Eligibility Criteria

4.1 Pre-requisite:

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

Eligibility Criteria:

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Bidder:

- **4.1.1** The Bidder should be a Company registered under Companies Act, 1956 since last three years.
- **4.1.2** The Bidder should have minimum annual turnover of Rs.1 Crore during the last three financial years. (2012-13, 2013-14, and 2014-15 or calendar year 2012, 2013, 2014 or the Bidder,s financial year).
- **4.1.3** The Bidder should be a profit (profit after tax) making Company in the last Financial Year. i.e. 2014 -15 or calendar year 2014 or the Bidder,s financial year.
- **4.1.4** The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
- **4.1.5** The Bidder should have authorization business and support partner for Microsoft. (Format as given in **Annexure-D**).
- **4.1.6** The Bidder should provide reference of 2 clients who have procured same or similar Microsoft licenses from them during the last one year.

4.2 Eligibility Criteria Response Sheet

- **4.2.1** The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure E.
- **4.2.2** Failure to provide the desired information and documents may lead to disqualification of the Bidder.

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Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP:

- 1. RFP shall mean Request for Proposal
- 2. Bid, Tender and RFP are used to mean the same.
- 3. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its bid without any further reference to the Bidder.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and PBGB will in no case be responsible or liable for those costs.

5.3 Content of Bidding Document:

5.3.1 The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 5.9

5.4 Clarifications of Bidding Documents and Pre-bid Meeting:

- 5.4.1 A prospective Bidder requiring any clarification on the Bidding Documents may notify PBGB in writing at PBGB's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.
 - 5.4.2 Bidders should submit the queries only in the format given below:

ocument	Page	Clause	Description in	Clarification	Additional
Reference	No	No	RFP	Sought	Remark(if any)
			o l		

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5.4.3 Replies to all the clarifications, modifications received through email will be posted on PBGB's website. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by PBGB by issuing an Addendum, which will be hosted on PBGB's website.

5.5 Amendment of Bidding Documents

- 5.5.1 At any time prior to the deadline for submission of bids, PBGB, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding documents.
- 5.5.2 Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted in PBGB's website. Addenda will be binding on the Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder in its bid.
- 5.5.3 In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, PBGB may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in PBGB's website.
- 5.5.4 From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B Preparation of Bid

5.6 Bid Price:

5.6.1 Prices quoted in the bid should include all cost including all applicable taxes, duties levies, VAT/Sales Tax, fees etc. whatsoever, except Octroi. Octroi will be paid additionally, at actual on production of original receipt.

5.7 Earnest Money Deposit (EMD) /Bid Security

- 5.7.1 The Bidder shall submit Earnest Money Deposit of Rs.45,000 (Rupees Fourty Five Thousand only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favour of "Paschim Banga Gramin Bank" payable at Kolkata, or by way of a Bank Guarantee valid for 90 days issued by a scheduled commercial bank as per format in Annexure A1 or A2.
- 5.7.2 No interest will be paid on the EMD.

5.7.3 Return of EMD

EMDs /Bank Guarantees furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

5.8 Forfeiture of EMD

The EMD made by the Bidder will be forfeited if:

a) The Bidder withdraws his Bid before opening of the bids.

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- b) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
- c) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- d) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- f) Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for forfeiture at the discretion of PBGB. However PBGB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- g) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, PBGB at its discretion may cancel the Order placed on the selected bidder without giving any notice.

5.9 Period of Validity of Bids:

Bids shall remain valid for a period of 90 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. PBGB holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

5.10 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, PBGB may request the Bidders" consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD / Bank Guarantee provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.11 Format of Bid:

The Bidders shall prepare one hard copy of the entire Bid.

In case of any discrepancy between them, the original shall govern.

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5.12 Signing of Bid:

- **5.12.1** The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 5.12.2 All pages of the bid, except for printed instruction manuals and specification sheets shall be initialled by the person or persons signing the bid.
- **5.12.3** The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 5.12.4 The bid shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure H) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified true copy should accompany the Bid.

C Submission of Bid

5.13 3-Envelope Bidding process:

- **5.13.1** The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.
- 5.13.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as 'Request for Proposal (RFP) for 'Supply of MS Office Home and Business 2016 with Media and License
 - 5.13.3 The inner and outer envelopes shall
 - 1. Be addressed to PBGB at the address mentioned in Section 1
 - 2. The inner envelopes shall indicate the name and address of the Bidder.
 - 3. If the outer envelope is not sealed and marked as indicated, PBGB will assume no responsibility for the bid's misplacement or premature opening.

5.14 Contents of the 3 Envelopes:

- **5.14.1** Envelope "A" Eligibility Criteria. The following documents shall be inserted inside Envelope A:
 - Bid Earnest Money in the form of Demand Draft Annexure A1 OR
 - 1A. Bid Earnest Money in the form of Bank Guarantee Annexure A2
 - 2. Bid Offer form (without price) Annexure B
 - 3. Bidder Information Annexure C
 - 4. Manufacturers (OEM) Authorization Form Annexure D
 - 5. Eligibility Criteria Response Sheet Annexure E
 - 6. Declaration of Acceptance of Terms and Conditions Annexure F
 - 7. Declaration of Acceptance of the Scope of Work Annexure G
 - 8. Power of Attorney format Annexure H

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- 9. Declaration regarding Clean Track Record Annexure I
- 10. Last three years audited Balance sheet and profit and loss statements.
- 11. RFP document sealed and signed by authorized signatory.
- 12. Cost of bid document in the form of Demand Draft / Banker,s Cheque

5.14.2 Envelope "B" Technical Bid:

The following documents shall be inserted inside Envelope B

- a) Technical Specifications- Annexure T
- b) Bidders Experience Annexure T1
- c) Client details for Reference-Annexure T2
- d) Line item wise Masked Price Bid.

5.14.3 Envelope "C" Commercial Bid:

- 1. Commercial Offer Form Annexure C1
- 2. Commercial Proposal Annexure C2

5.15 Bid Submission:

- **5.15.1** Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in Section 1.
 - **5.15.2** The offers should be made strictly as per the formats enclosed.

5.16 Bid Currency:

All prices shall be expressed in Indian Rupees only.

5.17 Bid Submission:

- **5.17.1** Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section 1.
- **5.17.2** The offers should be made strictly as per the formats enclosed.

5.18 Bid Language:

The bid shall be in English Language.

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5.19 Rejection of Bid

The bid is liable to be rejected if:

- **5.19.1** The document doesn't bear signature of authorized person.
- 5.19.2 It is received through Telegram/Fax/E-mail.
- **5.19.3** It is received after expiry of the due date and time stipulated for Bid submission.
- **5.19.4** Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by PBGB.
- 5.19.5 No bid shall be rejected at bid opening, except for late bids.

5.20 Deadline for Submission:

The last date of submission of bids is given in Section 1, unless amended by PBGB through its website.

5.21 Extension of Deadline for submission of Bid:

PBGB may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through PBGB website, in which case all rights and obligations of PBGB and Bidders will thereafter be subject to the deadline as extended.

5.22 Late Bid:

Bids received after the scheduled time will not be accepted by PBGB under any circumstances. PBGB will not be responsible for any delay due to postal service or any other means.

5.23 Modifications and Withdrawal of Bids:

- **5.23.1** Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- 5.23.2 No bid will be modified after the deadline for submission of bids

5.24 Right to Reject, Accept/Cancel the bid:

- **5.24.1** PBGB reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.
- 5.24.2 PBGB does not bind itself to accept the lowest or any tender and reserves the right to reject all or any Bid or cancel the Tender without assigning any reason whatsoever. PBGB also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue

5.25 RFP Abandonment:

PBGB may at its discretion abandon the RFP process any time before the issuance of the Purchase Order.

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5.26 Bid Evaluation Process:

5.26.1 The Bid Evaluation will be carried out in 2 stages.

Stage 1 – Envelopes A & B will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 – Envelope C will be evaluated for those Bidders who qualify the Eligibility Criteria and Technical Criteria in Stage 1.

5.27 Contacting PBGB:

5.27.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact PBGB for seeking any clarification any matter related to the Bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact PBGB with a view to canvas for a bid or put any pressure on any official of the PBGB may entail disqualification of the concerned Bidder or his Bid.

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Section 6 - Bid Opening

6.1 Opening of Bids:

6.1.1 Bids will be opened in 2 stages:

Stage 1 – In the first stage only the Eligibility Criteria Bids and Technical Bids i.e. Envelope A and Envelope B, will be opened.

Stage 2 – In the second stage the Commercial Bids i.e. Envelope C will be opened.

6.2 Opening of Technical Bids:

Opening of Technical Bids:

PBGB will open Envelope "A" and "B" in presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by PBGB from time to time.

6.3 Opening of Commercial Bids:

- **6.3.1** Only those Bids that are technically qualified will be eligible for opening of commercial bids.
- **6.3.2** Those Bidders who qualify technically will be informed about the date and time of opening of Commercial Bids, based on the decision to identify the L1 bidder through reverse auction or otherwise.
- **6.3.3** The representatives of the Bidders have to produce an authorization letter/ID card, subject to clause 6.3.2 above.

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Section 7 - Bid Evaluation

7.1 Preliminary Examination of Technical Bids:

- 7.1.1 PBGB will examine the Bids to determine whether they are complete, whether required information have been provided as underlined in the Bid document, whether the documents have been properly signed, and whether Bids are generally in order.
- **7.1.2** Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.
- **7.1.3** PBGB may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- **7.1.4** If a Bid is not substantially responsive, it will be rejected by PBGB and may not subsequently be made responsive by the Bidder by correction of the nonconformity
- 7.1.5 Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for technical evaluation.
- **7.1.6** PBGB may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids:

The Technical Evaluation will be based on the following broad parameters:

Scope of Work

Prior experience of the Bidder in undertaking projects of similar nature.

Compliance to Technical Specifications as specified in the RFP.

PBGB reserves the right to call for presentation and discussions on the features etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.

Review of written reply, if any, submitted in response to the clarification sought by the PBGB, if any.

To assist in the examination, evaluation and comparison of bids PBGB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

PBGB may interact with the customers, whose references have been submitted by bidder, if required.

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Bidders are required to provide documentary evidence, wherever available, for the technical specifications.

7.3 Evaluation of Commercial Bids:

7.3.1 The evaluation of commercial Bids will be done through existing method (as mentioned below).

Existing Method:

- 7.3.2 Arithmetical errors in the Bids submitted shall be treated as follows:
 - a. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the PBGB, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
 - c. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totalling the line items in the Commercial Bid will govern.

7.4 Successful Evaluated Bidder:

7.4.1 Bidders qualified in the technical evaluation process, would be eligible for commercial bid opening. Bidder with the lowest commercial bid will be declared as successful evaluated Bidder who will be called L1 Bidder.

Section 8 - Terms and Conditions

8.1 Notification of Award:

8.1.1 After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, PBGB will send Notification of Award/Purchase Order to the selected Bidder.

8.2 Signing of Contract or Purchase Order:

- **8.2.1** Within 7 days of receipt of Purchase Order, the successful Bidder shall accept the Purchase Order.
- **8.2.2** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

8.3 Taxes and Duties:

- **8.3.1** All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per the prevailing rate while making any payment.
- **8.3.2** Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance,

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- service taxes etc. Octroi shall be reimbursed to supplier by PBGB at actual on production of original receipt.
- **8.3.3** The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the supplier to PBGB.

8.4 Terms of Delivery:

8.4.1 The deliverables shall be delivered within 4 weeks of receipt of the Purchase Order.

8.5 Penalty for default in delivery:

- **8.5.1** If the Bidder does not deliver the deliverables as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by PBGB, PBGB shall impose a penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay, subject to a maximum of **5%** of the total value of the Purchase Order shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.
- **8.5.2** In the case of delay in compliance with the Purchase Order beyond 10 days of the stipulated time period, PBGB will have the right to cancel the Purchase Order.

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8.6 Performance Bank Guarantee

8.6.1 Performance Bank Guarantee shall be equal to 3 % of the PO value valid for the 1 year from the date of Purchase Order. Successful Bidder will submit Performance Bank Guarantee as per PBGB format, within 14 days of receipt of the Notification of Award or Purchase Order

8.7 Repeat Orders (Optional):

- **8.7.1** PBGB has right to alter (increase or decrease) the number of quantities in the Bill of Materials by 25%.
- **8.7.2** PBGB has right to place repeat order on successful bidder for any or all of the goods or any services mentioned in this RFP for a period of 3 months from the date of first Purchase Order.

8.8 Payment

Terms:

Supply

- 8.8.1 90% Payment shall be paid after delivery of software at Head Office location.
- **8.8.2** Balance 10% Payment shall be paid after 1 month from the date of delivery of software.
- **8.8.3** Any payment in accordance with aforementioned manner shall be released within 30 days of receipt of correct invoice and PAN card details of the successful bidder company shall be furnished before claiming payment.

8.9 **Price**:

There shall be no increase in price for any reason whatsoever.

8.10 Intellectual Property:

8.10.1 Intellectual Property Rights in all Standard software and all off-the-shelf software shall remain vested in the owner of such rights.

8.11 Confidentiality:

The Bidder shall (whether or not he submits the tender) treat the details of the documents as secret and confidential.

8.12 Liability:

The selected Bidder shall indemnify PBGB and be liable for loss due to malfunctioning of the Software as supplied and installed by them. The total liability of the selected Bidder under the contract shall not exceed the total order value placed on the said selected Bidder.

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8.13 Indemnity

- (A) The Bidders shall indemnify, protect and save PBGB and hold PBGB 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 of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by the Purchase Order,
 - (ii) breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
 - (iii) bonafide use of the deliverables and or services provided by the Bidder,
 - (iv) misappropriation of any third party trade secrets or 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,
 - (v)employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order.
 - (vi) breach of confidentiality obligations of the Bidder,
 - (vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this contract.
- The Bidder shall further indemnify PBGB against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on PBGB for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
- (i) PBGB notifies the Bidder in writing immediately on being aware of such claim,
- (ii) The Bidder has sole control of defense and all related settlement negotiations.
 - Bidder shall be responsible for any loss of data, loss of life, etc. due to willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

The Bidder shall indemnify PBGB (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- 1. Non-compliance of the Bidder with Laws / Governmental Requirements.
- **2.** Intellectual Property infringement or misappropriation.
- **3.** Negligence and misconduct of the Bidder, its employees, subcontractor and agents.
- **4.** Breach of any terms of Agreement, Representation or Warranty.
- **5.** Act of omission or commission in performance of service.

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6. Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by PBGB arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save PBGB against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to PBGB from whatsoever source, provided PBGB notifies the Bidder in writing as soon as practicable when PBGB becomes aware of the claim however,

- (i) the Bidder has sole control of the defense and all related settlement negotiations
- (ii) PBGB provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- (iii) PBGB does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where PBGB is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by PBGB arising out of claims made by its customers and/or regulatory authorities.

8.14 Bidder's Liability

- **8.14.1** The selected Bidder will be liable for all the deliverables.
- **8.14.2** The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/Purchase Order.
- **8.14.3** The Bidder's liability in case of claims against PBGB resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- **8.14.4** Liquidated Damages: The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, PBGB suffers any losses or incurs damages the Bidder would be fully liable to the total value of the contract/Purchase Order.

8.15 Force Majeure

8.15.1 Notwithstanding the provisions of the RFP, the successful bidder or PBGB shall not be liable for penalty or termination for default if and to the extent

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that it's delay in performance or other failure to perform its obligations under the contract is the result of as event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving PBGB or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

8.15.2 If force majeure situation arises, the Bidder shall promptly notify PBGB in writing of such condition and cause thereof. Unless otherwise directed by PBGB in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

8.16 Resolution of Disputes

All disputes or differences arising out of or in connection with the Contract between PBGB and the Bidder shall be settled amicably through good-faith negotiation between senior management of both parties. If, however, the parties are not able to resolve them, the same shall be settled by Arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal shall be subject to the exclusive jurisdiction of courts atKolkata. The Governing Law is of India.

- 8.16.1 PBGB and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract/Purchase Order.
- 8.16.2 If, PBGB and the Bidder have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
- **8.16.3** The dispute resolution mechanism to be applied shall be as follows:
 - 1. In case of disputes or difference arising between PBGB and the Bidder relating to any matter arising out of or connected with this Contract, such disputes or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and rules framed thereunder from time to time. Where the value of the Contract is above ₹1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by PBGB and the Bidder. The third Arbitrator shall be chosen by mutual discussion between PBGB and the Bidder. The third arbitrator shall act as the presiding arbitrator.
 - 2. Arbitration proceedings shall be held at Kolkata, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
 - 3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its

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- proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself;
- 4. Where the value of the contract is ₹1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.
- 5. In case, during the Arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

8.17 Compliance with Applicable Laws of India

- 8.17.1 The Bidder shall undertake to observe, adhere to, abide by, comply with and notify PBGB about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect PBGB /officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- The Bidder shall promptly and timely obtain all such consents, permissions, 8.17.2 approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, protect and fully compensate PBGB employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and PBGB will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.18 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Union of India. The jurisdiction and venue of any action with respect to the subject- matter of this Contract shall be the Courts of Kolkata in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

8.19 Fraudulent and Corrupt Practice

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidder's (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the PBGB of the benefits of free and open competition.

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"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution.

PBGB will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

8.20 Order Cancellation

PBGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to PBGB alone;

- i. Delay in customization / implementation / installation beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process.

iii.If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by PBGB to the Bidder for the particular product would necessarily have to be returned to PBGB with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate PBGB for any direct loss incurred by PBGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by PBGB to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.

8.21 Addresses for Notices

Following shall be address of PBGB and

Bidder PBGB address for notice purpose:

Paschim Banga Gramin Bank, Department of Information Technology, Ist Floor, Head Office – Natabar Pal Road, Tikiapara, Howrah- 711 101

BIDDER's address for notice purpose : (To be filled by BIDDER)

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Section 9 - Technical Requirements

MS Office Home and Business 2016 with Media and License

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Section 10 Documents forms to be put in Envelope 'A'

Annexure A1 Bidder's Letter for EMD/Bid Security

To

The General Manager (DIT)
Paschim Banga Gramin Bank,
Department of Information
Technology, Ist Floor, Head Office
Natabar Pal Road, Tikiapara,
Howrah- 711 101

Subject: RFP No. PBGB/HO/DIT/3960/2015-16 dated 11.01.2016 for "Supply of MS Office Home and Business 2016 with Media and License.

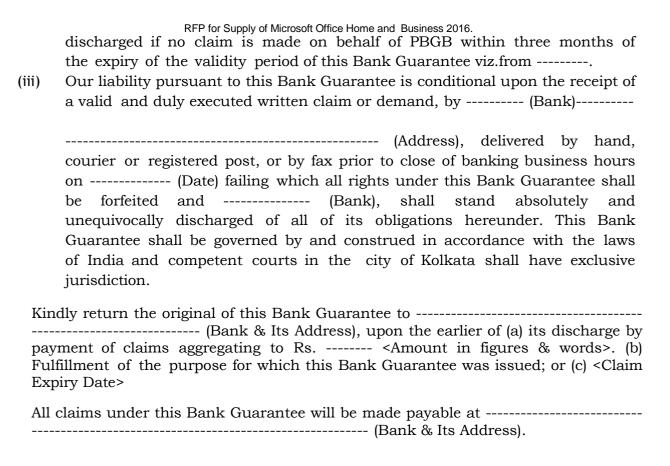
We have enclosed EMD in the form of a Demand Draft No	_issue	d by	the
branch of the	Banl	k, for	the
sum of Rs.45,000 (Rupees Forty five Thousand only). This EMD	is as	required	. by
clauses 5.7 of the Instructions to Bidders of the above referred RFP.			
Thanking you,			
Yours faithfully,			
(Signature of the Bidder) PrintedName:			
Designation:			
Seal:			
Date:			
Business Address:			

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Annexure A2 Bid Security (Bank Guarantee)

	ate eneficiery: Paschim Banga Gramin Bank
Ti Pa D Te O	he General Manager (DIT) aschim Banga Gramin Bank, epartment of Information echnology, Ist Floor, Head ffice – Natabar Pal Road, ikiapara, Howrah- 711 101
Ва	ank Guarantee No:
ex Pl Bu	the have been informed that
Ва	t the request of the Bidder, We(name of the Bank), the issuing ank to furnish the details of its incorporation, and having its registered office at and, for the
pt br re to iri no	arposes of this Guarantee and where claims are payable, acting through its ranch presently situated at
wi	efore(Date)declaring the Bidder to be in default under the RFP, ithout caveat or argument, or your needing to prove or to show grounds or easons for your demand or the sum specified therein.
-(]	ease note that you may, if you so require, independently seek confirmation with Bank Name & Issuing branch address)
No	otwithstanding anything contained in the foregoing:
(i)	The liability of (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs
(ii)	The liability of (Bank), under this Bank Guarantee is finally

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{Signature of the Authorized representatives of the Bank}

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Annexure B Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To

The General Manager (DIT)
Paschim Banga Gramin Bank,
Department of Information
Technology, Ist Floor, Head
Office – Natabar Pal Road,
Tikiapara, Howrah- 711 101

Dear Sir,

Subject: RFP No. PBGB/HO/DIT/3960/2015-16 dated 11.01.2016 for "MS Office Home and Business 2016 with Media and License".

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

- 1. Prices have been quoted in INR.
- 2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- 3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- 4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for PBGB and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that PBGB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of PBGB will be final and binding on us.

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We agree to abide by this offer till 180 days from the last date stipulated by PBGB for submission of bid, and our offer shall remain binding upon us and may be accepted by PBGB any time before the expiry of that period.

Until receipt of Purchase Order, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, PBGB will have the right to disqualify /blacklist us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that PBGB may reject any or all of the offers without assigning any reason whatsoever.

As security for the due performance and observance of	of the u	nder	takir	ig an	d ob	oligation of	
the bid we submit herewith Demand Draft bearing	bmit herewith Demand Draft bearing nodated		dated				
	_drawn	in	fav	our	of	"Pas	chim
Banga Gramin Bank" or Bank Guarantee valid for	_days	for	an	amo	unt	of	INR
45,000/- (INR Forty Five Thousand Only) payable at ${\rm H}$	Kolkata.						
Yours sincerely,							
Ç.							
Authorized Signature [In full and initials]:							
Name and Title of Signatory:							
Name of Company:							

Address:

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Annexure C Bidder's Information

Details	of the Bidder			
1	Name of the Bidder (Pri	me)		
2	Address of the Bidder			
3	Status of the Company	(Public Ltd/ Pvt. Lt	td)	
4	Details of Incorporation	of the Company.	Date:	
			Ref#	
6	Valid Sales tax registrat	tion no.		
7	Valid Service tax registr	ation no.		
8	Permanent Account Nu	mber (PAN)		
9	Name & Designation person to whom all made regarding this term	references shall b		
1	Telephone No. (with ST	D Code)		
1	E-Mail of the contact pe	erson:		
1	Fax No. (with STD Code	e)		
1	Website			
	Financial Detail	s (as per audited B	alance Sheets) (ir	n Cr)
1	Year	2012-13	2013-14	2014-15
1	Net worth			
1	Turn Over			
1	PAT			

Signature:	
Name:	
Designation:	
Date:	Place

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Annexure D - Manufacturer's Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:
To:
Ref: RFP No.:
WHEREAS
We, are official manufacturers/OEMvendors of Wedo hereby authorize M/Sto submit a bid the purpose of which is to provide the following Goods, manufactured by us, and to subsequently negotiate and sign the Contract.
We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above company.
Signed by the Manufacturer/OEM Vendor:
Name:
Title:
Dated onday of,

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Annexure E Eligibility Criteria Response

S.NO.			SPONSE OF	THE	DOCUMEN			
1.	The Bidder should be a Company registered under Companies Act, 1956 since last three	Yes –Date of Incorporation		Yes –Date of Incorporation		Yes –Date of In		The bidder should produce proof of documents.
2.	The Bidder should have minimum annual turnover of Rs.1 Cr. during the last three financial years. (2012-13, 2013-14, and 2014-15 or calendar year 2012, 2013, 2014 or the Bidders financial year	2012- 13 YES/ NO Amt in Rs.Cr	YES/NO Amt in Rs.Cr.	YES/NO Amt in Rs.Cr.	This must be supported by audited financial statements & profit & loss statement (Reports) for the financial year 2010-11 , 2011-12 and 2012-13 or Calendar year 2010 , 2011			
					and 2012 or the bidders' financial years.			
3.	The Bidder should be a profit (profit after tax) making Company in the last Financial Year. i.e. 2014 -15 or calendar year 2014 or the Bidder financial year.	YES/NO Amt in Rs.Cr.		This must be supported by audited financial statements (Reports) for the financial year 2014-15 or Calendar year 2014 or the Bidder's last financial year.				
4	The Bidder should have authorization business and support partner for Microsoft.	Yes/NO		Bidders shall provide authorization letter from OEM in format Annexure-D				
5	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.				Bidder shall provide Annexure –I			
6.	Bidder should provide		YES/	'NO	The bidder should produce proof of			

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wh sa: Mi	me or crosoft lice:	procured similar nses from	Name of assign ment	Place	Approx order value	documents.
	em during e year.	tne last				

Signature:	Name:		
Designation:	Date:	, Place	

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Annexure F - Declaration for Acceptance of RFP Terms and Conditions

To

The General Manager (DIT)
Paschim Banga Gramin Bank,
Department of Information
Technology, Ist Floor, Head Office
Natabar Pal Road, Tikiapara,
Howrah- 711 101

Sir,

Re: RFP No. PBGB/HO/DIT/3960/2015-16 dated 11.01.2016 for "MS Office Home and Business 2016 with Media and License".

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration for making this bid.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

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Annexure G – Declaration for Acceptance of Scope of Work

To

The General Manager (DIT) Paschim Banga Gramin Bank, **Department of Information** Technology, Ist Floor, Head Office Natabar Pal Road, Tikiapara, Howrah- 711 101

Sir,

RFP No. PBGB/HO/DIT/3960/2015-16 dated 11.01.2016 for "MS Office Home and Business 2016 with Media and License".

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder) Printed Name Designation Seal Date: **Business Address:**

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Annexure H - Format Power of Attorney

(On Stamp paper of relevant value)

Vaccor all man by the manager and	(40,0400,0	° t	∔1 a a
Know all men by the present, we	(name	of	the
company and address of the registered office) do	-		and
authorize Mr	(full		and
residential address) who is presently employed with us holding	the position	n of	
as our attorney, to do in our name a	ınd on our	· behalf,	deed
and things necessary in connection with or incidental to our	proposal	for "	
in response to the RFP No.			_by
in response to the RFP No. PBGB, including signing and submission of all the doc	uments a	nd prov	iding
information/responses to PBGB in all the matter in connection w			O
We hereby agree to ratify all deeds and things lawfully don			rnev
pursuant to this Power of Attorney and that all deeds and thing	•		-
attorney shall always be deemed to have been done by us.	go done by	our aior	Joura
actorney small always be declifed to have been done by us.			
Dated this day of 2014.			
For (Signature)			
· · · · · ·			
(Name Designation and Address)			
A			
Accepted			
Signature			

(Name Designation) Business Address:

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Annexure-I Declaration regarding Clean Track by Bidder

Declaration for Clean Track Record (On Company Letterhead)

To

The General Manager (DIT)
Paschim Banga Gramin Bank,
Department of Information
Technology, Ist Floor, Head Office
Natabar Pal Road, Tikiapara,
Howrah- 711 101

Sir,

RFP No. PBGB/HO/DIT/3960/2015-16 dated 11.01.2016 for "MS Office Home and Business 2016 with Media and License".

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

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Section 11 - To be put in Envelope 'B'

Annexure T Technical Specifications Compliance

Description	Compliance Yes/No	
MS Office Home and Business 2016 with Media and License		

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Annexure T1 Bidder's Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of the company. The brief description should include ownership details, date and place of incorporation of the company, objectives of the company etc.

B - Bidder's Experience

S.No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost	
3.	Bank	
4.	Duration of Project (months)	

Note: Please provide documentary evidence from the client wherever applicable. This Annexure has to fill separately for each of the subcontractors.

Signature:	·	
Name:		
Designation:		
Date:	. Place	

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Annexure T2 - Client Details

Provide details the client details wherever available:

S. No.	Name of Institution	Contact Person Name and Designation	Contact Details with e-mail	Preferable time to contact

Signature:	·
Name:	-
Designation:	
Date:	, Place
Date:	, Place

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Section 12 - To be put in Envelope 'C'

Annexure C1

Price Format

Annexure C1 Commercial Bid Format

No.	Line Item	Unit Price	Tax	Sub- Total	Qty.	Total Price
A) SC	FTWARE					
1	MS Office Home and Business 2016 Media and License				100	
	Total					
	GRAND TOTAL					

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Annexure C2

Commercial Bid Form

(To be included in Commercial Bid Envelope)

To:	Date:

The General Manager (DIT)
Paschim Banga Gramin Bank,
Department of Information
Technology, Ist Floor, Head
Office Natabar Pal Road,
Tikiapara, Howrah- 711 101

Dear Sir,

Re: Supply of MS Office Home and Business 2016 with Media and License

We undertake, if our Bid is accepted, to provide 100 MS Office Standard-2013 Software for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by PBGB up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this	. Day	
of2014	. (Signature)	
(Name)		(In the capacity of)

Duly authorized to sign Bid for and on behalf of

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