

# REQUEST FOR PROPOSAL (RFP)

For

## Supply, Installation and Maintenance of 2.5 & 3.5 KVA Inverter Systems (Rate Contract)

PASCHIM BANGA GRAMIN BANK  
HEAD OFFICE

General Administration Department H.O. –GAD  
Howrah – 711101

Tender

**RFP REF NO: PBGB/HO/GAD/RFP/ 2332/2020-21**

**Date: 04 /02/2020**

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by PASCHIM BANGA GRAMIN BANK for Supply, Installation & Maintenance of **Inverter Systems (Rate Contract)**. It should not be reused or copied or used either partially or fully in any form.

## **Disclaimer**

While the document has been prepared in good faith, no representation or warranty , express or implied, is or will be made, and no responsibility or liability will be accepted by **PASCHIM BANGA GRAMIN BANK** or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by **PASCHIM BANGA GRAMIN BANK**, but an invitation for service provider's responses. No contractual obligation on behalf of **PASCHIM BANGA GRAMIN BANK**, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of **PASCHIM BANGA GRAMIN BANK** and the selected bidder.

## OBJECTIVES

**Paschim Banga Gramin Bank** is a 'premier Regional Rural Bank in India. It was established on 26 February 2007 in exercise of the powers conferred by Sub-section of Section 23A of the Regional Rural Bank Act, 1976., having its Head Office at Natabar Paul Road, Chatterjee Para More, Tikiapara, Howrah-711101, India, hereinafter called "The Bank", is one of the leading Regional Rural Bank in India having 230 branches in 5 district of West Bengal. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution.

The Bank intends to Install **Inverter** on Rate Contract. The details of items and their required quantities are mentioned in **Part – IV. PASCHIM BANGA GRAMIN BANK** invites bids from the prospective bidders having proven past experience and competence in the field of Supply, Installation & Support of **Inverter** systems to supply the above hardware items in its 220 branches/offices in phased manner on Rate Contract basis. Bidders with unsatisfactory past record need not apply.

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## **PART – I (General Details)**

### **1. Invitation for tender Bids**

**Paschim Banga Gramin Bank** invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced selected bidders having proven capabilities of Supply, Installation & Maintenance of Inverter Systems (Rate Contract). The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to **Paschim Banga Gramin Bank**

The Bid details are given below:

<b>Bid Details - Control Sheet Table</b>	
<b>Cost of Tender documents</b>	<b>As mentioned in 'Part – IV'</b>
<b>Date of issue of RFP</b>	<b>04.02.2020</b>
<b>Earnest Money Deposit (EMD)</b>	<b>As mentioned in 'Part – IV'</b>
<b>Pre Bid queries to be received only online at <a href="mailto:ho.gadt@mail.pbgb.co.in">ho.gadt@mail.pbgb.co.in</a></b>	<b>On or before 12 .02.2020 upto 04:00 PM</b>
<b>Reply of Pre-Bid queries by bank</b>	<b>14.02.2020</b>
<b>Last date, time for submission of Bid Documents</b>	<b>25.02.2020 at 03:00 PM</b>
<b>Opening of Technical bids</b>	<b>25.02.2020 at 03:30 PM</b>
<b>Opening of Commercial Bid</b>	<b>Will be informed subsequently to eligible &amp; technically qualified bidders.</b>
<b>Address of Communication</b>	<b>PASCHIM BANGA GRAMIN BANK, Head Office General Administration Department(GAD) 1<sup>st</sup> Floor,Natabar Paul Road,Chatterjeepara More,Tikiapara,Howrah-711101 West Bengal</b>
<b>Email Address</b>	<b><a href="mailto:ho.gad@mail.pbgb.co.in">ho.gad@mail.pbgb.co.in</a></b>
<b>Contact Telephone</b>	<b>Tel: 033-2667-9650/9391/2477</b>
<b>Bids to be submitted</b>	<b>Tender box placed at:  General Administration Department(GAD)1st Floor, Head Office,Natabar Paul Road,Chatterjee Para More,Tikiapara,Howrah-711101</b>

Any bid received after specified date and time as mentioned above, will not be accepted by the Bank.

**Paschim Banga Gramin Bank** is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on that day.

The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

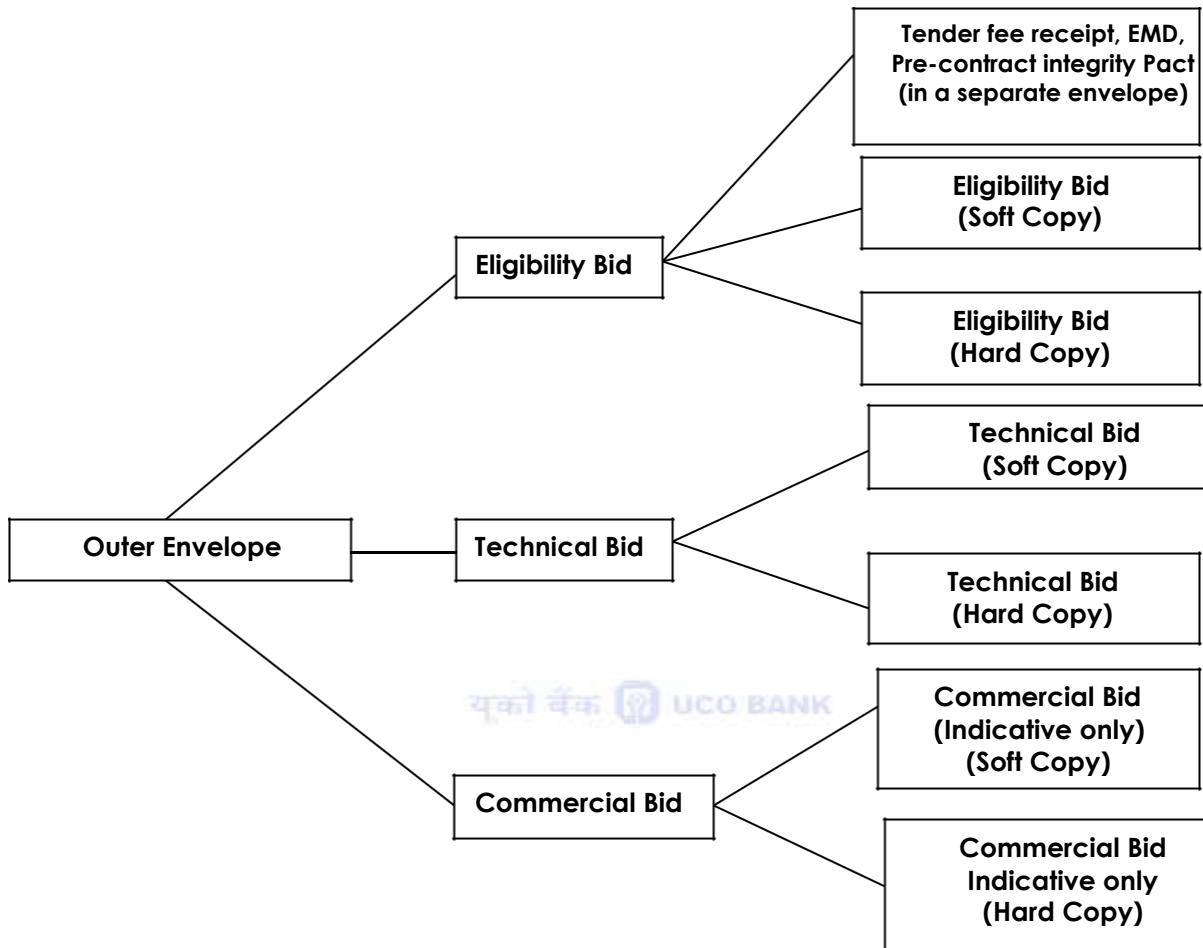
Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

The bid documents should be strictly as per the following terms and conditions:

## **2. Submission of Bids: General Terms and Condition**

- 2.1 Separate Eligibility and Technical Bids along with the soft copies duly sealed and super-scribed as – Supply, **Installation & Maintenance of Inverter Systems** (Rate Contract) respectively. Commercial Bid should be put in a separate single sealed outer cover duly sealed and super-scribed as – Supply, Installation & Maintenance of Inverter Systems (Rate Contract) as per bid details given in the RFP.
- 2.2 The bids should be submitted in the following sequence only in separate sealed envelopes properly binded: -
  - i. Eligibility Bid – Hard Copy & Soft Copy
  - ii. Technical Bid – Hard Copy & Soft Copy
  - iii. NEFT Receipt for Cost of Tender Document submitted online & EMD in the form of BG
  - iv. Commercial – Hard Copy & Soft Copy
- 2.3 All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)



- 2.4 The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices. The Eligibility and Technical offers must not contain any price information. Paschim Banga Gramin Bank, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of Paschim Banga Gramin Bank in this regard shall be final, conclusive and binding upon the bidder.
- 2.5 The Eligibility offer should contain proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the bidders will not be considered for evaluation.
- 2.6 The Technical Offer should be complete in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, except prices. The Technical Offer must not contain any price information.



Paschim Banga Gramin Bank, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of Paschim Banga Gramin Bank in this regard shall be final, conclusive and binding upon the bidder.

- 2.7 Commercial Offer should be strictly quoted in the format as given in the RFP strictly in separate sealed envelope and for periods as mentioned. Prices quoted by Vendors should be inclusive of all costs such as GST and other applicable taxes (if any) that need to be incurred. The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
- 2.8 The bids (along with soft copy) shall be dropped/submitted at Paschim Banga Gramin Bank address given in Bid Control Sheet Table, on or before the date specified therein.
- 2.9 The Bank is not bound to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever and without any cost or compensation therefor.
- 2.10 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 2.11 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 2.12 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its selection as the vendor.
- 2.13 The bidder shall bear all costs associated with the preparation and submission of its bid, attending Pre-bid meeting etc. and Bank will in no case be responsible and liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.14 Bids shall remain valid for 180 days from the date of opening of technical bids submitted by the bidders. The Earnest Money will have to be submitted for a period of 180 days from the date of opening of the bid. A bid for a shorter period may be rejected by Bank as non-responsive.
- 2.15 In exceptional circumstances, Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax / email. The Earnest Money provided shall also be suitably extended. A bidder may refuse the request without forfeiting its Earnest Money. A bidder granting the request will not be required nor permitted to modify its bid.

- 2.16 Any effort by any bidder to influence Bank in its evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.
- 2.17 The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.
- 2.18 The Price Bid must include all hardware and equipment along with specification, Model No, Part No and Price Tag covering warranty period of **three years** . The Price Bid also must include GST and other applicable taxes as per **Annexure – I**.
- 2.19 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and GST / other applicable taxes (if any) will not affect the Rupee value of the commercial bid over the price validity period.
- 2.20 The bidder shall keep the price valid for a period of 1 year from **01.03.2020 to 28.02.2021**. A declaration in this regard should be submitted as per **Annexure – E**.
- 2.21 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- 2.22 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in GST and other applicable taxes (if any).
- 2.23 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP notice.
- 2.24 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process without assigning any reason whatsoever.
- 2.25 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. The bank reserve the right to accept RFP even a single bidder has participated.
- 2.26 Bids once submitted shall not be returned to the Bidder in future.

2.27 Bidder must have back to back support relation with the OEMs whose products

are followed by the bidder to the Bank, in case the bidder is not Original Equipment Manufacturer (OEM), a commitment letter from the OEM for extending back to back support/service for the purpose of warranty/AMC by bidder during the contract period at least for a period of 5 years has to be submitted along with the Technical bid (MAF as per **Annexure – D**).

- 2.28 The technical bid shall be submitted strictly in conformity with the Scope of Work.
- 2.29 The bidder shall not quote for the products, whose End of Sale/ End of Support/ End of Life has been declared by the OEM. The Bidder has to ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least 5 years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by the selected Prime Vendor, reaches either end of support or end of life as stipulated in this clause, within the period of 5 years, the selected Vendor has to immediately replace/upgrade the equipment at no additional cost to the Bank, whose technical specifications should be equivalent to or higher than that mentioned in the RFP so that the products should be compatible with the existing setup.
- 2.30 The Bank expects the selected bidder to adhere to the terms of this RFP document and would not like or accept any deviations to the same.
- 2.31 The quantity mentioned in the RFP is indicative only. Bank does not guarantee any minimum or maximum quantity of procurement. Purchase Order shall be placed by HO. Delivery locations shall be any branch / office across the 5 district in West Bengal. Conditional tenders shall not be accepted on any ground and shall be summarily rejected. Wiring, inverter line, connection with meter etc to be done by vendor at branch premises.

### **3. Period of Validity of Bid**

Bid shall remain valid for 180 days from the date of opening of the technical bids submitted by the bidder. In exceptional circumstances, Paschim Banga Gramin Bank may solicit the Bidder's consent to an extension of the validity period.

### **4. Contract Period**

The price should be valid for 1 year i.e. **01.03.2020 to 28.02.2021**. However, after the completion of initial rate contract period of 1 (one) year, the contract may be extended/renewed for a further period of as would be decided by the Bank on the same terms and conditions as mentioned herein at mutual consent of both the bidder & the Bank.

The selected bidder needs to execute a **Service Level Agreement (SLA)** as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.

**The tenure of the Project Contract will be for a period of 5 (Five) years (3 years' warranty + 2 years' AMC at bank description)** effective from the date of execution of the SLA unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

## **5. Cost of tender documents**

The tender document is to be downloaded from the bank's official website <https://www.pbgbank.com>. The bidder downloading the tender document from the website is required to submit a non-refundable fee for an amount as mentioned in 'Part – IV' for Supply, Installation and Maintenance of Inverter Systems (Rate Contract) through NEFT mode on or before the date & time of technical bid submission. The bidder has to provide Bank with the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected.

The Bank details for Tender fee are as below:

- Account Number –10011082030033**
- Account Name – M/s HO GAD**
- Branch- Tikiapara, Howrah 711101**
- IFSC –UCBA0(ZERO)RRBPBG**
- Mode of Payment: NEFT**

## **5. Earnest Money Deposit**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of **180 days (including claim period of 30 days)** in favour of Paschim Banga Gramin Bank payable at Howrah for an amount mentioned in **Part – IV**.

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The **EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon**. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of Paschim Banga Gramin Bank
  - To furnish performance Bank Guarantee in the form and manner to the satisfaction of Paschim Banga Gramin Bank either at the time of or before the execution of Service Level Agreement (SLA).
- d. EMD should be submitted strictly in the form of BG only in a separate sealed envelope along with Cost of Tender Document wherever applicable. In case, it is not found in a separate envelope, Bank may reject the bid and Bank will not have any liability to return the EMD.
- e. Any deviations / modifications in the Bank Guarantee from the ones provided in the annexures will not be accepted by the Bank.

**Note:**

**As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.**

1. Exemption from submission of EMD and tender cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation (NSIC) under its "single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessary enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD and tender cost exemption.

It is clarified that necessary and valid documents should be submitted by the Micro and Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.

**Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered. Performance Bank Guarantee (PBG) has to be submitted under any circumstance.**

## **7. Rejection of the Bid**

The Bid is liable to be rejected if:

- 7.1 The document doesn't bear signature of authorized person on each page signed and duly stamped.
- 7.2 It is received through Fax/E-mail.
- 7.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 7.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents including Integrity Pact / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 7.5 Bidder should comply with all the points mentioned in the Scope of work in part-III. Non-compliance of any point will lead to rejection of the bid.
- 7.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 7.7 If Tender fee receipt, EMD, Pre-contract integrity Pact (duly stamped & signed) is not present inside Eligibility Bid, the bid will be treated as incomplete and that bid will be liable for rejection.

## **8. Performance Bank Guarantee**

The successful bidder shall be required to submit a Performance Bank Guarantee **(Annexure – C)** within 15 days from the date of signing of the SLA equivalent to **10 %** of the Total Cost of Ownership/Order Value. The issued PBG shall be valid for a period of **3 (three) years plus a claim period of 3 (three) months**, indemnifying any loss to the Bank, thus PBG should be valid for a total period of **39 (thirty-nine) months** from the date of issuance of the Bank Guarantee. Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the SLA to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected

Bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.

## **9. Indemnity**

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

The selected bidder is required to furnish a separate Deed of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

## **10 E-Tendering**

Bank may or may not go for e-tendering at discretionary of bank. Bank will advise the date to successful bidders.



## **11. Modification and Withdrawal of Bids**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders, Bank shall be entitled to forfeit the EMD.

## **12. For Recipient Only**

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Interested Bidder") and no other person or organization.

## **13. Introduction and Disclaimer**

This Request for Proposal document ("RFP") has been prepared solely to enable **Paschim Banga Gramin Bank** ("Bank") in defining the requirements for supply, installation & Maintenance of Inverter (Rate Contract). The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

## **14. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

## **15. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

## **16. Normalization of Bids**

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmission can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

## **17. Cancellation of Tender Process**

**Paschim Banga Gramin Bank** reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of **Paschim Banga Gramin Bank** in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time during the tender process or prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

## **18. Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

## **19. Costs Borne by Bidder**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Bidder.

## **20. RFP response**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Bidders shall be deemed to license, and grant all rights to Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or Banking documents.

## **21. Liquidated Damages for Delayed Supply**

If the vendor fails to deliver contracted product(s), install/activate, and operationalize all of the equipments or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the Contract/PO, the Bank, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1 (one) percent of the undelivered/uninstalled portion of the order value excluding GST and other applicable taxes (if any) for each and every calendar week of delay, subject to a maximum limit of 10 percent of the undelivered portion of the order value excluding GST and other applicable taxes (if any).

## **22. Price**

- a) The Price Bid must include GST and other applicable taxes (if any).
- b) The bidder shall keep the price valid for a period of **1 year** i.e. **01.03.2020 to 28.02.2021**. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- c) Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

## **23. Payment Terms**

- a) **90% of the order value** along with GST and other applicable taxes (if any) on actual basis will be paid on delivery, installation and acceptance of ordered

items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorized official of the bank / branch at the respective sites etc.

- b) In case installation is held up by the Bank for site non-readiness, the payment may be released after 30 days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site.
- c) **10% of the order value** (i.e. the residual amount) will be paid after completion of the Warranty period or on submission of Performance Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority (ZOs/HO). This Bank Guarantee is in addition to the 10% Security Deposit as mentioned below under point 8 (PART – I).
- d) Upon request of the bidder, the Bank at its discretion may allow the bidder to submit the BG at the HO for the total amount and the tenure.
- e) The AMC amount to be paid towards facilities of AMC as mentioned below is to be paid quarterly at the end of each quarter on pro-rata basis. AMC contract is at the sole discretionary of the bank. Bank may opt the selected vendor or change the vendor on its sole discretion.

## **24. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by the respective Zonal Offices / Head Office departments who have issued Purchase Orders. However, Payment of the Bills would be done on quarterly basis for AMC on providing satisfactory services.

## **25. Acceptance by the Bank**

The selected bidder in presence of the Bank's authorized officials will conduct acceptance test at the site. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

## **26. Order Cancellation (Termination)**

**Paschim Banga Gramin Bank** reserves the right to cancel the work/purchase order or terminate the SLA by giving **30 (thirty) days'** prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.



- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case, the selected bidder fails to deliver the resources as stipulated in the delivery schedule, Paschim Banga Gramin Bank reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Paschim Banga Gramin Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Paschim Banga Gramin Bank may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) Paschim Banga Gramin Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

## **27. Consequences of termination**

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], **Paschim Banga Gramin Bank** shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by **Paschim Banga Gramin Bank**, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as **Paschim Banga Gramin Bank** may specify including training, where the successor(s) is a representative/personnel of **Paschim Banga Gramin Bank** to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of **Paschim Banga Gramin Bank** to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to **Paschim Banga Gramin Bank** under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## **28. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or **Paschim Banga Gramin Bank** as the case may be which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the contract, such as:

- I. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- II. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- III. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or **Paschim Banga Gramin Bank** shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, provisions relating to indemnity, confidentiality, survive termination of the contract shall remain same.

## 29. Confidentiality

The selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The Bidder is required to execute a *Non-Disclosure Agreement* to the bank as per bank’s format before or at the time of execution of the Master Contract.

## 30. Dispute Resolution

The Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between General Manager (DIT, HO) of **Paschim Banga Gramin Bank** and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each



Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract / Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **31. Other Terms and Conditions of the RFP**

- a) Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.
- b) Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. **Paschim Banga Gramin Bank** shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- c) Erasures or Alterations: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions,

forms , terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

- d) Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.
- e) Non-Disclosure Agreement: The bidder is required to sign a Non-Disclosure Agreement with **Paschim Banga Gramin Bank**.
- f) Price Freezing: The price finalized shall remain valid during the period of the Rate Contract.
- g) Preliminary Scrutiny: **Paschim Banga Gramin Bank** will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- h) The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- i) The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation therefor.
- j) Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, **Paschim Banga Gramin Bank** may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of **Paschim Banga Gramin Bank** in this regard shall be final, conclusive and binding on the bidder.

- k) Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- l) Governing Laws & Jurisdiction of the Court: The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.
- m) Publicity: Any publicity by the bidder in which the name of Paschim Banga Gramin Bank is to be used should be done only with the explicit written permission of Paschim Banga Gramin Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless Paschim Banga Gramin Bank first gives the Vendor its prior written consent.
- n) Non-Transferable Offer: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.
- o) Confidentiality of the bid document: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- p) If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project.
- q) Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- r) Modification of Order: Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.
- s) Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- t) Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines and Notifications etc. The bidder is solely responsible for any legal obligation related to this.
- u) Price Discussion: It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to

do price discovery and engage the successful bidder in discussions on the prices quoted.

- v) **Non-Assignment:** Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.
- w) Paschim Banga Gramin Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Paschim Banga Gramin Bank has the right to re-issue tender/bid. Paschim Banga Gramin Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. Paschim Banga Gramin Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Paschim Banga Gramin Bank in this regard shall be final, conclusive and binding upon the bidder.
- x) **GST Law:** The bidder has to submit an Undertaking mentioning its compliance with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.
- y) **Central Minimum Wages Act & Labour Laws:** The bidder has to submit an Undertaking in its letterhead ensuring that the payment towards services is in consonance with Central Minimum Wages Act & Labour Laws.
- z) Paschim Banga Gramin Bank may extend the period of validity of prices and quantity after expiry of the price validity or after procurement of maximum quantity mentioned in the RFP at mutually agreed terms. The quantity of each item mentioned in the RFP is indicative only which may vary as per requirement of the Bank.
- aa) The Technical bid should have compliance chart as per **Annexure – K** including documentary proof in support of Eligibility Criteria, Commercial Bids and Annexures **A – T**.
- bb) The Price Bid must include all hardware and network equipment along with specification, Model No, Part Name, Serial No, Date of Installation, Warranty completion Date and Price Tag covering warranty period of 3 years and 2 years AMC/ATS. The Price Bid also must include GST and other applicable taxes (if any) as per **Annexure – I**.

## 32. **Non-Disclosure**

By virtue of RFP process and subsequent Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its

customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential information of similar importance . Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the bidder will strictly maintain the secrecy of Bank's data.
- e. Bidder has to submit Non-disclosure Agreement format given as **Annexure-L**

## **PART – II**

### **1. Eligibility Criteria for the bidder**

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

SL NO	Eligibility Criteria	Document to be submitted
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1.	<p><del>Bidder should be a company</del>  registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.  The bidder should not be a subsidiary of a foreign company.</p>	<p>or  Certificate of Incorporation  Certificate of Commencement of business (whichever is applicable).</p>
2.	<p>The bidder should be registered with GSTN.</p>	<p>Copy of GSTIN Certificate</p>
3.	<p>The bidder should be an OEM or their authorized representative.</p>	<p>In case of OEM, self-declaration on company letter head and duly signed by authorised signatory to be submitted.</p> <p>In case of an authorized representative, a letter of authorization (MAF) from original manufacturer must be furnished in original duly signed &amp; stamped (As per <b>Annexure – D</b>).</p> <p>Undertaking/Power of Attorney (POA) from the OEM mentioning a clause that OEM will provide support services during warranty period if the bidder authorized by them fails to perform.</p>
4.	<p>The bidder should have posted net profit in at least two years out of the last three financial years, i.e., 2016-17, 2017-18 &amp; 2018-19.</p>	<p>Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets.  And  Audited Balance Sheets for last 3</p>
5.	<p>The bidder should have a positive Net worth(Capital+reserves-accumulated loss if any) to apply.</p>	

		years, i.e., 2016-17, 2017-2018 & 2018-19.
6.	The bidder should have a minimum yearly turnover of <b>Rs.15 crores</b> for last three financial years, i.e., 2016-17, 2017-18 & 2018-19.	
7.	The bidder should not have been debarred / blacklisted by any Bank/Central Govt. and any of the State Govt. Organizations in India for non-performance or any other reason as on date of submission of bids is not eligible to participate.	An undertaking to this effect in the company's letterhead signed by authorized signatory.  Satisfactory working certificate issued by any Bank/Govt. Organization in last two years i.e. 2017-18 & 2018-19 to be submitted by the bidder.
8.	The bidder should have all 5 districts presence with Offices / Support Centers at minimum 5 centers at least 2 (Two) engineers at the Office/ Support Centers where Paschim banga Gramin Bank Bank is having its Regional Offices (List of Regional offices is given in <b>Annexure - J</b> ) to support the branches under its command.  In case the bidder is not having own office at the 5 locations as above and wishes to provide support services through partner/franchisee to those locations, a letter from the partner / franchisee should be enclosed stating that they will be providing support services to Paschim Banga Gramin Bank branches/ offices for purchase under this contract.	A letter of undertaking to be given by the bidder.  (Escalation matrix covering all 4 Regions of the Bank to be provided in case of selection or at the time of evaluation)
9.	The bidder should have executed 5 orders for each group in last 2 years  i.e., 2017-18 & 2018-19. Of the above, At least two should be from Govt./Public Sector	Related Purchase Order copies to be submitted along with copies of related invoices.





Organizations for Supply, Installation & Maintenance of Inverter System.	
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Paschim Banga Gramin Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any decision of Paschim Banga Gramin Bank in this regard shall be final. The Bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the clients will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. Any assumptions made by the Bidder's in response of this RFP will be their own risk and cost. The bank will not be liable for any such assumptions / representations made by the Bidder. The bank's decision will be final.

### **LIST OF DOCUMENTS FOR ELIGIBILITY PROOF**

- Provide details of organization along with all the key contacts including their work phone, cell phone, work address and e-mail details.
- Provide certificate of incorporation, GSTIN Certificate, PAN, MSME Registration Certificate (if applicable).
- Provide audited annual statement of accounts for the last 3 financial years i.e. 2016-17 , 2017-18 & 2018-19 in support of the following :
  - ✓ Turnover and profit from products / services
  - ✓ Locations in which the company has offices.
  - ✓ Total number of employees and employees in India.
- Provide the necessary documentation in support of the Bidder for the following:
  - ✓ Corporate structure, founder and related history of the company
  - ✓ Ownership structure
  - ✓ Number of years in this business and relevant business lines
- Credentials describing the bidding company's experience in providing the services, relevant to this request as follows:
  - ✓ Name of the company / Bank
  - ✓ Year from which services being provided
  - ✓ Key client references which provide details such as name, address, e-mail address, phone no., fax no. and mobile no.

The first stage of evaluation will be validation of the eligibility criteria. Only those bidders who meet the eligibility criteria will be considered for further stages of evaluation viz. technical and commercial stages.

## PART – III

### **1. Scope of Work / Requirements**

Bank will award the contract to the successful bidder(s) for the Contract Period specified in this RFP from the date of empanelment and the bidder(s) should deliver the service with the following scope:

- 1.1 Bidder should be capable of providing all the equipments and services thereon for which they have submitted their bids.
- 1.2 The systems must be capable of upgrading at a later stage as and when required by the Bank. (Wherever specified in the technical specifications)
- 1.3 Bidders need to have a co-ordination with their OEM (if any) for integrating the items supplied by them for the branches/offices to function smoothly.
- 1.4 The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to shift the equipment, install and commission the same at the shifted location at mutually agreed shifting charges.
- 1.5 Obtaining of the Road Permits, FORM 32, security forms etc. will be the sole responsibility of the successful bidder at its own cost.
- 1.6 The Scope of Work also includes the scope provided under **Other Terms & Conditions** and instructions to the bidders in the RFP.
- 1.7 The bidder(s) will undertake to ensure availability of offered hardware items during the rate contract period as well as maintaining sufficient inventory of genuine spare parts for a minimum period of 3 years for the hardware items supplied under this rate contract.
- 1.8 Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like warranty/AMC validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.
- 1.9 The bidder(s) has to submit an undertaking (format enclosed in the Annexure – Q) along with the delivered items, signed by the officials not

lower than the company secretary of the system OEM, certifying that all the components/parts/assembly/software used in the proposed hardware are original/new components/parts/assembly and that no refurbished/duplicate/second hand components have been used or would be used.

1.10 The validity of Rate Contract will be for one year from **01.03.2020 to 28.02.2021** which may be extended by the Bank on mutually agreed terms.

## **2. Technical Inspection and Performance Evaluation**

Paschim Banga Gramin Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s) before and after delivery of items during entire contract period. If any item is found to be non-compliant as per technical specification, it needs to be replaced within 15 days at no additional cost to the Bank.

## **3. Verification**

Paschim Banga Gramin Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

## **4. Pre-shipment Inspection**

**Paschim Banga Gramin Bank**, if deemed fit, will inspect any or all of the hardware items at vendor's manufacturing site before shipment to respective branches/office/locations of the Bank, to verify that the items shipped to **Paschim Banga Gramin Bank** are as per the technical specification specified in the Rate Contract. Advance intimation will be given to them so that they can arrange for testing of the equipments at their manufacturing plants as required

## **5. Delivery and Installation**

5.1 The Bank would like to have the following time schedule for completion of the activities from the date of placement of Purchase orders.

Delivery	2 weeks from order date.
Installation and operationalization	Within 1 week of delivery, free of cost. Wiring, line connection with meter and inverter in branch premises will be sole responsibility of the vendor, cost of which separately mentioned in total cost.



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- 5.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 5.3 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.4 The equipments are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test document jointly by the representatives from the Bank and the selected bidder. The component level checking for individual item may be included during the acceptance test. Upon satisfactory installation of the equipment, vendor should obtain signed installation certificate from the Bank Official after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted by the vendor along with the bills for payment.
- 5.5 The Bank reserves the right to shift the equipments to other locations in case of exigencies. In such cases the vendor has to arrange shifting of the equipments and install the same at the new location. In case of shifting of the hardware the vendor will arrange for shifting at mutually agreed shifting charges. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.
- 5.6 At the destination site, the cartons will be opened only in the presence of Bank Officials and Vendor's representative.
- 5.7 Inventories at all their service locations shall be maintained by the vendor(s) for immediate replacement of H/W items in case of faults / failures.
- 5.8 A sticker mentioning the date of installation and the period of warranty along with the **Name of the Vendor and the Service Support Call Centre Number must be pasted on each equipment**. This is mandatory at the time of installation of the system, the compliance of which must be reported in the installation report.

## **6. Warranty**

The vendor must **provide 3 years' on-site comprehensive warranty** for all hardware items, batteries to be supplied under this rate contract covering all spare parts & service from the date of acceptance of the systems by Paschim Banga Gramin Bank at the respective locations.

During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components and accessories supplied by the vendor. This service is to be provided on all the working days of the Bank between 9 a.m. to 9 p.m. notwithstanding the fact whether on such days the selected vendor's office remains closed or not. The request for support shall have to be attended by the vendor even if the request is made over telephone/ SMS or by e-mail/fax by the respective sites, within 4 hours within City limits, within 8 hours in the Suburb (25 Km radius) and within 24 hours at all other places (Response time). The entire equipment should be repaired within 48 hours (Resolution time). In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.

The Vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Vendor or any defect that may develop under normal use of supplied equipment during the warranty period. Warranty shall not become void even if Paschim Banga Gramin Bank buys any other supplemental hardware from a third party and installs it with/in these machines. However, the warranty will not apply to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement.

## **7. Support**

The bidder has to provide good after-sales service/support i.e. timely attending of calls (within maximum resolution time, as specified in this RFP under warranty clause), received from the branches/offices where the hardware items have been supplied & installed. The desired support time should be uniformly maintained at all the sites. To meet up time the bidder has to maintain sufficient inventory of spare parts at all the support centers/our ZO locations to avoid unnecessary delay in obtaining the spare parts.

## **8. Annual Maintenance Contract**

The Bidder is expected to provide AMC for all the hardware equipments supplied for two years after the expiry of warranty period. The AMC amount in Bill of material (BOM) has been taken for 2 years on all hardware items of the inverter systems to be shown separately and will not count for total cost. AMC charges is only indicative and will not be included while arrive on total cost.

## 9. Preventive Maintenance

During the warranty period as well as during the Annual Maintenance Contract, the bidder, in addition to attending to calls for repairs/maintenance, shall conduct preventive maintenance checks for the supplied hardware items once in every three months basis and no charges shall be payable for such maintenance, including parts replaced or requiring replacement.

## 10. Price Composition

10.1 The price quoted should be only in Indian rupees and inclusive of the following:

- Cost of the equipment.
- The price should be inclusive of GST and other applicable taxes (if any), which shall be paid as per actual by the Bank on the date of invoicing
- Three years comprehensive onsite warranty and maintenance of Inverter Systems, batteries and other hardware items covering all components, services and visits to the concerned offices
- Insurance to cover the equipment from transit period till installation /date of sign off

10.2 The bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

10.3 Vendors will get the insurance cover for all risk up to the delivery & installation of Hardware items. The cost of the same will be borne by the vendor. A copy of insurance policy should be provided by the vendor at the time of installation of the Inverter.

## 11. Award Criteria

The price of the items which are mentioned in **Annexure – I** will be evaluated based on value of the estimated quantity of purchases during the period. Individual unit item with 3 years' comprehensive onsite warranty would be the basis for evaluating the lowest Bidder(s) for each item type of the group. Evaluation will be done for each group and total price of both groups will be taken into consideration.

After evaluation, the Bidder, whose commercial offer has been determined as the lowest in a+b group combined, will be named as 'L1' and the second lowest will be named as 'L2'. The 'L2' may or may not be given a chance to match the price with 'L1' at discretionary of the bank.



## **12. Penalty Charges**

- 12.1 The selected bidder should provide onsite support at any location in India as per **Annexure – J** as and when required within maximum next 2 working days from the date of complaint lodged by Bank. In case of any non-compliance of above support, the vendor will become liable for penalty of 1% of affected equipment cost on per day basis and penalty amount will be accumulated and will be deducted either from AMC amounts of 4<sup>th</sup> and 5<sup>th</sup> years.
- 12.2 Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- 12.3 The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.
- 12.4 The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 12.5 Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- 12.6 If any act or failure by the bidder under the agreement results in failure or inoperability of resources and if the Bank has to take corrective actions to ensure functionality of the same, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 12.7 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the resources provided by the Bidder.

- 12.8 The Bank shall implement all penalty clauses after giving due notice to the bidder.
- 12.9 If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 12.10 As per Warranty Terms (Clause No. 15), all the items mentioned in Part - IV should be repaired within 48 hours. In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message (i.e. first call made or e-mail sent to service engineer / call center) till the system becomes functional or standby is provided. Public Holidays as declared at the respective centers are excluded for the above downtime calculation. The Vendor will provide onsite service of the equipment (except spares) once every 3 months during the warranty period.
- 12.11 In case vendor fails to meet any of the above standards, **there will be a penalty of Rs.100/- per day per Inverter**. These penalty charges will be deducted from the Performance guarantee offered as security deposit or from the EMD or from any Bill payable to the vendor. The maximum penalty for downtime will be 10% of the equipment cost.

### **13. Billing**

The billing shall include Unit Price and GST and other taxes, which will be paid locally by the respective Department of Information Technology, Head Office from which the hardware is being purchased

### **14. Completeness of the contract**

The contract will be deemed as incomplete if any component of the item mentioned in scope of work and technical requirement as per **Annexure - H** of this tender or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the Indenter after acceptance testing / examination. In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The Warranty period will commence only on acceptance (based on acceptance test) of equipment by the Indenter.

### **15. OEM Authorization**

RFP For Supply, Installation and Maintenance of Inverter Systems (Rate Contract), RFP REF NO:

PBGB/HO/GAD/RFP/ /2020-21 Date: /02/2020

In case the successful bidder is not ready to provide the support during the warranty/AMC period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty/AMC of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.

## **16. Undertaking to use new components**

Bidder should give an undertaking to the Bank that the equipments (including all components) delivered to the Bank are brand new. The bidder should also give an undertaking in writing that all the Inverter supplied by the bidder is licensed and legally obtained. This undertaking to the Bank is to be signed by a Director or Head of marketing of the Company.

## **17. Repeated Failure**

If, the “repeated failure” occurs within the first year of warranty, the entire BOM of that part has to be replaced with new system at no extra cost to the Bank.

## **18. Patent Rights**

18.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

18.2. The supplier shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

18.3. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses of the court and legal fees.

18.4. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

## **19. Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“**Corrupt Practice**” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **PART – IV**

### **REQUIREMENT OF ITEMS (ROI)**

#### **Estimated Quantity, Cost of RFP, EMD Amount of different Items Group-wise**

Item Group	Particulars of the Items	Estimated Quantity	Cost of RFP (In Rs.) (Tender <u>Document Fee</u> )	EMD Amount (In Rs.)
<b>A</b>	<b>I NVERTER – 2.5KVA /1800W with required batteries (4-6 hours backup on full load)</b>	150	5,000	2,00,000
	<b>Inverter – 3.5 KVA / 2700W (4-6 hours backup on full load ) with required batteries</b>	70	3,000	1,00,000

**Note: The above requirement is based on current assessment and may vary as per the Bank's actual requirements.**

## PART – V

### Bid Opening And Evaluation Criteria

#### **1. Evaluation Methodology**

The evaluation will be a three-stage process -  
Phase 1 – Eligibility Evaluation Phase 2 –  
Technical Evaluation Phase 3 – Commercial  
Evaluation

#### **2. Eligibility Evaluation**

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

#### **3. Technical Evaluation**

The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

#### **4. Commercial Evaluation**

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

- The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per **Annexure – I**.

- The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- In case there is a variation in value between numbers and words, the value mentioned in words would be considered.
- The Bidder needs to provide Unit costs for components and services; unit rates with GST and other applicable taxes would be considered for the TCO purposes.
- In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

## **5. REVERSE AUCTION**

- **The Bidder who's Price Bid (indicative) has not been rejected / disqualified by the Bank will be asked to participate in the Reverse Auction, which will be conducted for determining the L1 vendor separately for each group (2.5 KVA, 3.5 KVA Inverter with Batteries).** The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering / reverse auction. The technically qualified bidders will also be advised about the date of the reverse auction and date of training for this purpose. Bank reserves its right to open the indicative price bids of all the technically qualified bidders before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction. However there would be no compulsion on the part of the Bank to necessarily accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price and decrement price without having to disclose the basis to the Bidders. On completion of the Reverse Auction, the Bank will evaluate the resultant price for each item for respective group which will get precedence over the price offered in the indicative price bid submitted by bidders. The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Reverse Auction for each item. Bank has its own discretion to go for reverse auction or not. Bank can waive this clause at its discretion without any notice.

## **6. Selection Methodology**

Technically qualified and eligible as per eligibility criteria mentioned in the RFP with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

## **7. Adoption Of Integrity Pact**

**Paschim Banga Gramin Bank** has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors /bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- . Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
  - a. Principal to treat all bidders with equity and reason
  - b. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
  - c. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
  - d. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
  - e. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
  - f. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e.

final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by **Paschim Banga Gramin Bank**, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

## **8. Issue of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum.

Any such corrigendum shall be deemed to be incorporated into this RFP.

## **9. Applicable Law & Jurisdiction Of Court**

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).



Undertaking Letter to the Bank on the vendor's letterhead

**The General Manager (GAD)**  
**Paschim Banga Gramin Bank,**  
**General Administration Department(GAD)**  
**Head Office**  
**1<sup>st</sup> Floor,Natabar Paul Road,Chatterjee Para More**  
**Tikiapara, Howrah -711101**

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the Bid, we hereby enclose our offer for the Supply, Installation & Maintenance of Inverter Systems (Rate Contract) (Item: \_\_\_\_\_) as detailed in **Part - V** of your above referred Bid.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures and the product quoted is in conformity with that mentioned in the RFP.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Pay Order / Demand Draft No. \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) favouring Paschim Banga Gramin Bank issued by \_\_\_\_\_ Bank \_\_\_\_\_ Branch payable at Howrah, towards Cost of Tender Document.

We enclose herewith the following:-

- i. UTR no. \_\_\_\_\_ of the tender cost (Rs. \_\_\_\_\_/-) submitted online along with the scanned copy of the receipt generated during NEFT of the said amount.
- ii. Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ Bank \_\_\_\_\_ Branch favouring **Paschim Banga Gramin Bank**, towards Earnest Money Deposit.

We hereby accept all terms and conditions mentioned in the RFP unconditionally. Knowingly or unknowingly if we have mentioned any deviations/ conditions in the terms and conditions of the RFP in any part of the bid submitted by us may be ignored. We

understand the bid submitted with conditions shall be treated as conditional bid and shall not consider for evaluation.

Yours faithfully,

Authorized Signatory  
(Name & Designation, seal of the firm)  
Date:

**Earnest Money Deposit (EMD) Format**

**The General Manager (GAD)  
Paschim Banga Gramin Bank,  
General Administration Department(GAD)  
Head Office  
1<sup>st</sup> Floor,Natabar Paul Road,Chatterjee Para More  
Tikiapara, Howrah -711101**

Dear Sir(s),

**Sub: RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)  
(Approved by System & procedure Committee Dt 20.12.19 )**

In response to your **RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)** (RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_),

M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **RFP For Supply, Installation and Maintenance of Inverter Systems (Rate Contract)** (RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_) and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of Rs..... (Rupees ..... only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Vendor withdraws his proposal during the validity period of the proposal; or
2. If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to Paschim Banga Gramin Bank the said amount of Rs.... (Rupees \_\_\_\_\_) without any reservation, protest, demur, or recourse.

The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Paschim Banga Gramin Bank which shall be conclusive

and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs\_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_ day of \_\_\_\_at \_\_\_\_\_.

The General Manager (GAD),  
Paschim Banga Gramin Bank,  
General Administration Dept(GAD),  
Head Office,  
1<sup>st</sup> Floor,Natabar Paul Road,Chatterjee para More,Tikiapara,Howrah-711101  
West Bengal.

Dear Sir(s),

**Sub: RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)**  
**(RFP Ref. No.PBGB/HO/GAD/RFP/ /2020-21 Date: /02/2020)**

WHEREAS, The Paschim Banga Gramin Bank, having its Head Office at **1<sup>st</sup> Floor,Natabar Paul Road,Chatterjee para More,Tikiapara,Howrah-711101,West Bengal.** (hereinafter called the 'Bank') has invited Bids for the **RFP For Supply, Installation and Maintenance of Inverter Systems (Rate Contract) (RFP Ref. No.**

\_\_\_\_\_ dated \_\_\_\_\_) on the terms and conditions mentioned in the Bid document.

1. It is one of the terms of invitation of Bids that the Bidder shall furnish a Bank Guarantee as Performance Bank Guarantee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. M/s \_\_\_\_\_, (hereinafter called as Vendor), who are our constituents intend to submit their Bid for the said work and have requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the Paschim Banga Gramin Bank, their Successors, Assigns that in the event of the Paschim Banga Gramin Bank coming to the conclusion that the Vendor have not performed their obligations under the said conditions of the Bid or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor. We shall on demand by the Paschim Banga Gramin Bank, pay without demur to the Paschim Banga Gramin Bank, Rs. \_\_\_\_\_ or any lower amount that may be demanded by the Paschim Banga Gramin Bank. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding

Rs \_\_\_\_\_ as aforesaid shall be paid by us without any demur or protest, merely on demand from the Paschim Banga Gramin Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Paschim Banga Gramin Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Paschim Banga Gramin Bank under this guarantee shall be independent of the agreement or agreements or other understandings between Paschim Banga Gramin Bank and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the Paschim Banga Gramin Bank.

We hereby further agree that –

a) Any forbearance or commission on the part of the Paschim Banga Gramin Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and / or hereunder or granting of any time or showing of any indulgence by the Paschim Banga Gramin Bank to the Vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Vendors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).

b) Our liability under these presents shall not exceed the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in Bidding for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to \_\_/\_\_/\_\_ provided that if so desired by Paschim Banga Gramin Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by Paschim Banga Gramin Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of Paschim Banga Gramin Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

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For and on behalf of

\_\_\_\_\_ Bank.

Authorised official.

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified).

Manufacturer Authorisation Form (MAF)

**The General Manager (GAD),  
Paschim Banga Gramin Bank,  
Department of Information Technology,  
Head Office,  
1<sup>st</sup> Floor, Natabar Paul Road, Chatterjee para More, Tikiapara, Howrah-711101  
West Bengal.**

Dear Sir,

We ..... (Name of the Manufacturer) who are established and reputable manufacturers of ..... having factories at ....., ....., ..... and ..... do hereby authorize M/s ..... (Who is the bidder submitting its bid pursuant to the Request for Proposal issued by Paschim Banga Gramin Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC/ATS as per terms and conditions of the **RFP Ref. No PBGB/HO/GAD/RFP/ /2020-21 Dated: 04.02.2020** and the contract for the equipment and services offered for supply against this **RFP Ref. No PBGB/HO/GAD/RFP/ /2020-21 Dated: 04.02.2020** by the above mentioned Bidder, and hereby undertake to perform the obligations as set out in the **RFP Ref. No PBGB/HO/GAD/RFP/ /2020-21 Dated: 04.02.2020** in respect of such equipments and services.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.:                      Fax:                      E-mail:                      )

*(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)*



**Undertaking by the bidder**

**The General Manager (GAD),  
Paschim Banga Gramin Bank,  
General Administration Department (GAD),  
Head Office,  
1<sup>st</sup> Floor, Natabar Paul Road, Chatterjee para More, Tikiapara, Howrah-711101  
West Bengal.**

Sir,

**Sub: RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)  
(RFP Ref. No PBGB/HO/GAD/RFP/ /2020-21 Dated: 04.02.2020 )**

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for a period of 1 year from the date of issuance of the first Purchase Order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking Letter to the Bank on the vendor's letterhead

**The General Manager (GAD),  
Paschim Banga Gramin Bank,  
General Administration Department (GAD,  
Head Office,  
1<sup>st</sup> Floor, Natabar Paul Road, Chatterjee para More, Tikiapara, Howrah-711101  
West Bengal.**

Sir,

**Sub: RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)  
(RFP Ref. No PBGB/GAD/HO/RFP/ /2020-21 Date: 04/02/2020)**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "RFP") issued by **Paschim Banga Gramin Bank**, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

Eligibility Criteria

SL NO	Eligibility Criteria	Document to be submitted	Compliance Yes/No
1.	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date. The bidder should not be a subsidiary of a foreign company.	Certificate of Incorporation or Certificate of Commencement of business (whichever is applicable).	
2	The bidder should be registered with GSTN.	Copy of GSTIN Certificate	
3.	The bidder should be an OEM or their authorized representative.	In case of OEM, self-declaration on company letter head and duly signed by authorised signatory to be submitted. In case of an authorized representative, a letter of authorization (MAF) from original manufacturer must be furnished in original duly signed & stamped (As per <b>Annexure – D</b> ). Undertaking/Power of Attorney (POA) from the OEM mentioning a clause that OEM will provide support services during warranty period if the bidder authorized by them fails to perform.	
4.	The bidder should have posted net profit in at least two years out of the last three financial years, i.e., 2016-17, 2017-18 & 2018-19.	Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in	

5.	The bidder should have a positive <del>Net worth (Capital + reserves</del> accumulated loss if any) to apply.	concurrency with the audited <del>balance sheets.</del> And Audited Balance Sheets for last	
6.	The bidder should have a minimum yearly turnover of <b>Rs.15 Crores</b> for last three financial years, i.e., 2016-17, 2017-18 & 2018-19.	3 years, i.e., 2016-17, 2017-18 & 2018-19.	
7.	The bidder should not have been debarred / blacklisted by any Bank/Central Govt. and any of the State Govt. Organizations in India for non-performance or any other reason as on date of submission of bids is not eligible to participate.	An undertaking to this effect in the company's letterhead signed by authorized signatory. Satisfactory working certificate issued by any Bank/Govt. Organization in last two years i.e. 2017-18 & 2018-19 to be submitted by the bidder.	
8.	The bidder should have presence with Offices / Support Centers at minimum 4 centers of 5 Districts of West Bengal at least 2 (Two) engineers at the Office/ Support Centers where Paschim Banga Gramin Bank is having its Offices/Branches (List of is given in <b>Annexure - J</b> ) to support the branches under its command. In case the bidder is not having own office at the 4 locations as above and wishes to provide support services through partner/franchisee to those locations, a letter from the partner / franchisee should be enclosed stating that they will be providing support services to Paschim Banga Gramin Bank branches/ offices of 5 District for purchase under this contract.	A letter of undertaking to be given by the bidder.  (Escalation matrix covering all 4 Regions of the Bank to be provided in case of selection or at the time of evaluation)	

9.	<p>The bidder should have Executed 5 orders in last three financial years, i.e., 2016-17, 2017-18 &amp; 2018-19. Of the above, 2 orders should be from Govt./Public Organizations for Supply, Installation &amp; Maintenance of inverter System.</p>	<p>Related Purchase Order copies to be submitted along with copies of related invoices.</p>	
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Narrow Mode

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1

**RFP For Supply, Installation and Maintenance of Inverter Systems (Rate Contract), RFP REF NO:**  
**PBGB/HO/GAD/ RFP/ /2020-21 Date: /02/2020**

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Group-C

Item: 2.5 &3.5 KVA Inverter

**Specification of Inverter**

Parameter	Minimum Specification	Offered Specification(Equal or Higher)	Compliance(Y/N)
Make	Bidder to Specify		
Model	Bidder to Specify		
Voltage	48V		
Wave Form	Pure Sine wave		
Warranty	3 Years		
Post Warranty Support			
Output Power			
Operative Temperature			
Recharge Time/			

RFP For Supply, Installation and Maintenance of Inverter Systems (Rate Contract), RFP REF NO:  
PBGB/HO/GAD/ RFP/ /2020-21 Date: /02/2020

**Note: Bidder should specify the actual specification offered by them merely writing Yes/No in the offered specification column will not be treated as compliance.**

Group-A

**Annexure 1**

**Inverter 2.5 KVA**

1)2.5 KVA Inverter	Make & Model Inverter & Battery(no.)	Unit Price(Excl GST)with 3 yrs Comprehensive Warranty (A)	GST Amtt. (Mention GST %) (B)	Total Price ©	No. of inverters	Total cost		
2)Line Connection/Wiring in Branch					150			
<b>total</b>								

**Note:**

1. Unit Price & AMC quoted should be exclusive of GST and should be quoted in INR.
2. Each Items Total price group a+b combined will be compared to find out the lowest bidder.



3. Lowest Bidder (L1) will be determined on the sum of total Price, plus GST, .

4. The bidder should strictly quote for Unit Price with 3 years warranty .

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 04-02-2020 and subsequent pre-bid and amendments.

Company Seal  
Date

Authorized Signatory  
Name & Designation:

Group: B

Item: Inverter ( 3.5 KVA)

Sl No	Particulars of the Items	Make & Model	Unit Price  (Excluding GST)  with 3 years' comprehensive warranty (A)	GST Amount  (mention GST %) (B)	TOTAL PRICE(Including GST)  (C)	No. of inverter	Total price		
1	1) Inverter (3.5 KVA with batteries and no.)  2) Line Connection/Wiring in Branch  Total					70			
	Total a+b					70			

**Note:**

1. Unit Price quoted should be exclusive of GST and should be quoted in INR.
2. Each Items Total price group a+b combined (Column G) will be considered to find out the lowest bidder.
3. Lowest Bidder (L1) will be determined on the sum of total Price, plus GST,

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 04-02-2020 and subsequent pre-bid and amendments.

C  
o  
m

pany Seal  
Date

Authorized Signatory  
Name & Designation:

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RFP For Supply, Installation and Maintenance of Inverter Systems (Rate Contract), RFP REF NO:  
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<b>Maintenance and Service support at each locations / Offices</b>					
<b>SI no.</b>	<b>REGIONAL Office</b>	<b>Owned / Franchise</b>	<b>Phone/ Mobile/Fax No, and E-mail with communication address</b>	<b>No of Technical staff with Name</b>	<b>Status of Office Working Days &amp; hours</b>
1	Howrah				
2	Hooghly				
3	Bardhaman				
4	Birbhum				

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RFP For Supply, Installation and Maintenance of Inverter Systems (Rate Contract), RFP REF NO:  
PBGB/HO/GAD/RFP/ /2020-21 Date: /02/2020

Compliance Chart

SL No.	Particulars	Compliance Status (Yes / No)
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?	
2	Is the Technical bid made in conformity with technical requirements as per <b>Annexure H</b>	
3.	Is the Commercial bid made in conformity with Commercial bill of Materials as per <b>Annexure – S</b>	
4.	Whether Bill of Material & <b>commercial format with masking of price</b> is submitted in Technical offer document	
5.	Whether Model No. & Bill of Material is mentioned in Commercial Bid document?	
6.	Are the Technical & Commercial Bids organized Properly?	
7.	Are all the pages numbered properly and signed and stamped.	
8	Is EMD submitted?	
9.	Is EMD & NEFT Receipt for Cost of RFP submitted in a separate sealed envelope?	
10.	Duly signed <b>Annexures –A,B,C,D,E,F,G,I,J,K,L,M, N,O,P,Q,R,S,T</b> are enclosed	
11.	Is the softcopies of the response of Technical Commercial RFP submitted in separate CDs?	
12.	Are document in support of all eligibility criteria Submitted ?	

Signature of Bidder:

\_\_\_\_\_

Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Place :

Date :

**NON-DISCLOSURE AGREEMENT**

**(To be stamped as per the Stamp Law of the Respective State)**

This Non-Disclosure Agreement is entered into on this ..... Day of....., 2019

**BETWEEN**

**Paschim Banga Gramin Bank** is a 'premier Regional Rural Bank in India. It was established on 26 February 2007 in exercise of the powers conferred by Sub-section of Section 23A of the Regional Rural Bank Act, 1976., as amended from time to time having its Head Office at hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

**AND**

.....  
..... (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Vendor/Receiving Party is *inter alia* engaged for Supply, Installation & Maintenance of UPS Systems (Rate Contract) as per the terms and conditions specified in the RFP Ref. No ..... . The Vendor/Receiving Party would be the single point of contact for this project.

**WHEREAS** Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation & Maintenance of Inverter Systems (Rate Contract) to the Bank.

**WHEREAS** the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

**NOW THEREFORE** the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

**1. Confidential Information.** “**Confidential Information**” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

**2. Use of Confidential Information.** The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

**3. Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

**4. Exclusions.** The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

**5. Return of Confidential Information.** All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

**6. Ownership of Information.** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.



**7. No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

**9. Arbitration and Equitable Relief.**

**(a) Arbitration:** The Parties shall endeavour to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

**(b) Equitable Remedies:** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable

relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

**(c) Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

**(d) Indemnification:** The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

**10. Term:** This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of

three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

**11. No Formal Business Obligation:** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

## **12. General Provisions**

**(a) Governing Law** This Agreement shall be governed by and construed in accordance with the laws of India.

**(b) Severability** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

**(c) Successors and Assign** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

**(d) Headings:** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

**(e) Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

**(g)** Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and \_\_\_\_\_ (the selected bidder)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

**For and on behalf of**

.....

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**For and on behalf of**

.....

**(The selected bidder)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**PRE CONTRACT INTEGRITY PACT**

**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas **Paschim Banga Gramin Bank** is a 'premier Regional Rural Bank in India. It was established on 26 February 2007 in exercise of the powers conferred by Sub-section of Section 23A of the Regional Rural Bank Act, 1976., having its Head Office at Natabar Paul Road, Chatterjee Para More, Tikiapara, Howrah-711101, West Bengal, India, acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (Supply, Installation & Maintenance of Inverter Systems (Rate Contract)) hereinafter referred to as Stores and / or Services. And

M/s \_\_\_\_\_ represented by \_\_\_\_\_ Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Inverter Systems (Rate Contract)) and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**4. Commitments of the Buyer**

**4.1** The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i)** No employee of the Buyer, personally or through family members, will in connection with the tender, 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.
- (ii)** The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii)** The Buyer will exclude from the process all known prejudiced persons.

**4.2** If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **5. Commitments of the Bidder(s) /Seller(s):**

**5.1** The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer'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 during the tendering or qualification process or during the execution of the contract.
- (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers 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.
- (iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the

Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

**(iv)** The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

**5.2** The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

**5.3** The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **5.4 Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to

refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter -Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

**6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

**6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **7. Company Code of Conduct**

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

**8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i)** To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii)** To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii)** To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

**(iv)** To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

**8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

**9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

**9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs/RRBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank of RRBs at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

## **11. Independent External Monitor(s)**

**11.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

**11.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.



- 11.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to Chairman, Paschim Banga Gramin Bank, Head Office, Natabar Paul Road, Chatterjee Para More, Tikiapara, Howrah-711101, West Bengal within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7** The word "Monitor" would include both singular and plural.

## **12. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

## **13. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

## **14. Integrity Pact Duration.**

- 14.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by Chairman of Paschim Banga Gramin Bank .
- 14.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **15 Other Provisions**

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

- 15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
16. This Integrity Pact is signed with Paschim Banga Gramin Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
18. The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory (\*)**

**Witness:**

**(Name & Address)**

**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

To,

**The General Manager (GAD)  
Paschim Banga Gramin Bank, Head Office,  
General Administration Department(GAD),  
1st Floor, Natabar Paul Road,Chatterjee Para More, Tikiapara  
Howrah -711101,West Bengal,India.**

Dear Sir(s),

**Sub: RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)**

( )

- a) We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Deviation to the above if any, the Bidder must provide details of such action(s))

(1)

(2)

**(Signature and the capacity of the person duly authorized to sign the  
Bid for and on behalf of)**

**Undertaking to abide by all By-Laws / Rules / Regulations**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,

**The General Manager (GAD)  
Paschim Banga Gramin Bank, Head Office,  
General Administration Department(GAD),  
1st Floor, Natabar Paul Road,Chatterjee Para More, Tikiapara  
Howrah -711101,West Bengal,India.**

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements**

In consideration of **Paschim Banga Gramin Bank** is a 'premier Regional Rural Bank in India. It was established on 26 February 2007 in exercise of the powers conferred by Sub-section of Section 23A of the Regional Rural Bank Act, 1976., having its Head Office at Natabar Paul Road,Chatterjee Para More,Tikiapara,Howrah-711101,India (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do

hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

Place:

**For M/s. ....**

.....

**[Seal and Signature(s) of the Authorised Signatory (s)]**

**Deed of Indemnity**

**(To be executed on non-judicial stamp paper of requisite value)**

THIS DEED OF INDEMNITY made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**BETWEEN**

**M/s <Vendor>**, a company incorporated under the provisions of the Companies Act,

..... having its Registered Office at ..... represented by the Authorized Signatory, Mr./Mrs. ....(Designation) (hereinafter referred to as '**Indemnifier**' which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **ONE PART**;

**AND**

**Paschim Banga Gramin Bank** is a 'premier Regional Rural Bank in India. It was established on 26 February 2007 in exercise of the powers conferred by Sub-section of Section 23A of the Regional Rural Bank Act, 1976., having its Head Office at Natabar Paul Road,Chatterjee Para More,Tikiapara,Howrah-711101,India represented by the Authorized Signatory of its Information Technology Department, Mr. ....(Designation) (hereinafter referred to as "**Bank**" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **OTHER PART**

WHEREAS Bank had, vide its RFP No. **PBGB/HO/GAD/RFP/ /2020-21 dated 04/02/2020** invited bids from the eligible Bidders for selection of Vendor having proven past experience and competence in the field of Supply, Installation & Maintenance of UPS Systems on Rate Contract basis in the Bank to be used by its Branches / Offices across the country.

**AND WHEREAS** the Indemnifier has:

- A. offered to provide the services to the Bank in terms of the above mentioned RFP and subsequent amendments /corrigendum's/ clarifications etc.;
- B. represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for providing the services to the Bank in terms of the above mentioned RFP and subsequent amendments / corrigendum's / clarifications etc.;
- C. represented and warranted that the Services to be provided to Bank will not violate any provisions of the applicable laws, regulations or guidelines including laws relating to Intellectual Property Rights, legal & environmental and in case there is any violation of any law, rules or regulation, which is capable of being

remedied, the same will be got remedied immediately during the tenure of contract to the satisfaction of Bank;

- D. represented that the Vendor has adequate resources and sufficient knowledge, expertise and competency in the field for Supply, Installation & Maintenance of Inverter Systems on Rate Contract as per the scope mentioned in the RFP document(s) and legally competent to enter into Contract with the Bank;

**WHEREAS** the Bank, relying and based on the aforesaid representations and warranties of the Indemnifier, has agreed to avail the Services from the Indemnifier on the terms and conditions more particularly described in the Master Contract dated .....

**WHEREAS** one of the conditions of the said Master Contract dated..... is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages etc. arising due to or on account of indemnifier's breach of any of the terms and conditions of the Master Contract dated ..... or violation of any trademarks, patents, copyrights and Licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also Indemnifier's misconduct, omission and negligence.

In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER: -**

In consideration of Bank having agreed to award the Contract to the Indemnifier, the Indemnifier hereby unconditionally, absolutely and irrevocably agrees and undertakes that: -

1. the Indemnifier shall, at all times hereinafter, save and keep the Bank including its respective directors, officers, employees, agents and representatives harmless and indemnified, from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any loss or damage caused from and against all suits and other actions that may be instituted, taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses etc. that the Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws including those relating to intellectual

- property rights, rules ,regulations, guidelines and also from the environmental damages, if any, which may occur or result during the contract period.
2. The Indemnifier further agrees and undertakes that the Indemnifier shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by the appropriate authorities.
  3. The Indemnifier further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, hardware or other components in the nature of accessories or otherwise they are having or procured from third parties. The Indemnifier shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Indemnifier hereby indemnifies and keeps indemnified the Bank including its respective directors, officers, employees, agents and representatives against any levies /penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
  4. If any additional approval, consent or permission is required by the Indemnifier to execute and perform the Contract during the currency of the Contract, the Indemnifier shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
  5. The obligations of the Indemnifier herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the Bank or Indemnifier or any other circumstances whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
  6. The obligations of the Indemnifier under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to the Bank).
  7. This indemnity shall survive notwithstanding expiry or termination (for any reason(s) whatsoever) of the contract.
  8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address as stated in the Contract and/or as stated above.
  9. This indemnity and other non-contractual obligations arising out of this indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably and unconditionally agrees that any legal action, suit or

proceedings arising out of or relating to this indemnity shall be brought in the Courts/Tribunals at Kolkata. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of Court(s)/Tribunal(s) at Kolkata in any such action, suit or proceeding.

10. The Bank may assign or transfer all or any part of its interest herein to any other person. The Indemnifier shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

**IN WITNESS WHEREOF** the parties herein have set their hands unto these presents on the day, month and year above written

**Witnesses:** .....

**(Signature & Seal of the authorised signatory Indemnifier)**

.....

**(Signature & Seal of the authorized signatory of the Bank)**



Undertaking Letter to the Bank on the vendor's letterhead

(Signed by the officials not lower than the company secretary of the system OEM)

**The General Manager (GAD)**

**Paschim Banga Gramin Bank, Head Office,**

**General Administration Department(GAD),**

**1st Floor, Natabar Paul Road,Chatterjee Para More, Tikiapara**

**Howrah -711101,West Bengal,India.**

Sir,

**Sub: RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)**  
**(RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_)**

We do hereby undertake that all the components / parts / assembly used in the proposed hardware along with the delivered items are original / new components / parts / assembly and that no refurbished / duplicate / second hand components have been used or would be used.

Yours faithfully,

Authorized Signatory

(Name & Designation, seal of the firm)

Date:

**Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour  
Laws**

To,  
**The General Manager (GAD)**  
**Paschim Banga Gramin Bank, Head Office,**  
**General Administration Department(GAD),**  
**1st Floor, Natabar Paul Road,Chatterjee Para More, Tikiapara**  
**Howrah -711101,West Bengal,India.**

Sir,

**Sub: Confirmation for Government Rules relating to Minimum Wages:**

Ref: **RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)**  
**(RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_)**

Further to our proposal dated ..... In response to the Request for Proposal (Bank's tender No..... herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged /or to be engaged in future by our Company to carry out the services in your bank for the above said contract are paid/ shall be paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed as part of this solution will comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the quotation)**

Yours faithfully,  
Authorised Signatory  
Designation  
Bidder's corporate name  
Place:

**Undertaking Letter to the Bank on the vendor's letterhead**

(Signed by the officials not lower than the company secretary of the system OEM)

**The General Manager (GAD)**

**Paschim Banga Gramin Bank, Head Office,**

**General Administration Department(GAD),**

**1st Floor, Natabar Paul Road,Chatterjee Para More, Tikiapara**

**Howrah -711101,West Bengal,India.**

Sir,

**Sub: RFP for Supply, Installation and Maintenance of Inverter Systems (Rate Contract)**

We do hereby provide a list of items / spare parts / optional items that are not covered under warranty along with the best possible prices (in INR) respectively.

<b>SL No</b>	<b>Description of Spare part / Optional item (not covered under warranty)</b>	<b>Unit Price (A)</b>	<b>GST Amount with % (B)</b>	<b>Total Price (including GST) (C=A+B)</b>

Yours faithfully,

Authorized Signatory

(Name & Designation, seal of the firm)

Date:

**Pre-Bid Query Format**

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the pre bid queries will be entertained in this Microsoft Excel format by e-mail).

<b>Page No</b>	<b>Clause No</b>	<b>Original Clause</b>	<b>Query/ clarification/ deviation raised</b>	<b>Bank Response</b>

Place:

Date:

Name & Designation:

Business Address:

Email Address:

Mobile Number