

## **REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e. Howrah, Hooghly, Burdwan & Suri**



**PASCHIM BANGA GRAMIN BANK**

**DEPARTMENT OF INFORMATION TECHNOLOGY, HEAD OFFICE  
NATABAR PAL ROAD, CHATTERJEE PARA MORE  
HOWRAH – 711101**

**RFP Ref. No: PBGB/HO/DIT/2093/2023-24 Date: 12-12-2023**

The information provided by the bidders in response to this Request for Proposal (RFP) will become the property of Paschim Banga Gramin Bank and will not be returned. The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by Paschim Banga Gramin Bank for selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e. Howrah, Hooghly, Burdwan & Suri. 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, relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. The RFP is not an offer by Paschim Banga Gramin Bank, but an invitation for bidder'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 Bidder. Paschim Banga Gramin Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document.



<b>Annexure No.</b>	<b>Subject</b>
<b>A</b>	Tender Offer Forwarding Letter
<b>B</b>	General Details of Bidder
<b>C</b>	Eligibility Bid Checklist
<b>D</b>	Commercial Template
<b>E</b>	Proforma of Performance Guarantee
<b>F</b>	Integrity Pact
<b>G</b>	Format of Pre-Bid Query
<b>H</b>	Format of Bank Guarantee (EMD)
<b>I</b>	Undertaking for Non-Blacklisting/Non-Debarment of the bidder
<b>J</b>	Undertaking to abide by all By Laws/Rules/Regulations
<b>K</b>	Undertaking by the Bidder
<b>L</b>	Undertaking letter to the bank on Bidder's Letterhead
<b>M</b>	Undertaking letter on vendor's letterhead for GST Law
<b>N</b>	Undertaking letter for Price Validity & Acceptance of all terms and conditions of RFP
<b>O</b>	Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years.
<b>P</b>	Self-Certificate for Local Content
<b>Q</b>	Undertaking for No Deviation
<b>R</b>	Technical Requirements
<b>S</b>	Masked Commercial Template
<b>T</b>	Restriction on Procurement due to National Security

PBGB

**Bid Schedule and Address:**

<b>Tender Reference</b>	<b>RFP Ref No: PBGB/HO/DIT/2093/2023-24 Date: 12/12/2023</b>
<b>Cost of Tender Document</b>	<b>Rs.5,000/- (Rupees Five Thousand Only)</b>
<b>Date of issue of RFP</b>	<b>12-12-2023</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 1,00,000/- (Rupees Twenty Lacs Only)</b>
<b>Date of commencement of sale of tender document</b>	<b>12-12-2023</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>On or before 20/12/2023 up to 03:00 PM</b>
<b>Pre bid Meeting and Venue</b>	<b>21/12/2023 at 3:30 PM Paschim Banga Gramin Bank, Head Office Department of Information Technology Natabar Pal Road, Tikiapara Howrah - 711101</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>02/01/2024 at 03:00 PM</b>
<b>Opening of Eligibility and Technical Bids</b>	<b>02/01/2024 at 04:00 PM</b>
<b>Opening of Commercial/Price Bid</b>	<b>Will be informed subsequently to eligible &amp; technically qualified bidders.</b>
<b>Website for Online RFP</b>	<b><a href="https://www.pbgbank.com">https://www.pbgbank.com</a></b>
<b>Address of Communication</b>	<b>General Manager, Paschim Banaga Gramin Bank, Head Office Department of Information Technology Natabar Pal Road, Tikiapara Howrah – 711101, West Bengal</b>
<b>Email address</b>	<b>ho.tender@pbgb.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel : 033-26679478/2477</b>
<b>Note:</b> Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of Bank in this regard shall be final, conclusive and binding on all the Tenderers	

**Note :-**

If last day of submission of bid is declared a holiday under NI Act by the Government or any restriction imposed by Government, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

## **Part I - INTRODUCTION**

### **1. About PBGB :**

**Paschim Banga Gramin Bank** (hereinafter referred to as 'Bank or PBGB') is one of the leading Regional Rural Bank in West Bengal with 230 branches in rural areas across five districts viz. Howrah, Hooghly, Purba Bardhaman, Paschim Bardhaman and Birbhum. The Bank has implemented **Core Banking Solution (CBS)** with Finacle 7.0.18 at the branches and all offices and has been automating all operations in the controlling offices/branches. Bank invites sealed tenders comprising of Eligibility, Technical and Commercial bid from experienced bidders having proven capabilities for providing supply and installation of UPS batteries for 3 KVA UPS installed at 118 no. of Branches under four regions of our Bank through rate contract process.

#### **1.1 Introduction :**

PASCHIM BANGA GRAMIN BANK invites sealed tenders comprising of Eligibility and Commercial bid from experienced bidders having proven capabilities for providing supply and installation of UPS batteries for 3 KVA UPS installed at 118 no. of Branches under four regions of our Bank through rate contract process.

The detailed scope of work has been defined Section – 3 (Scope of Work) of this RFP.

#### **1.2 Objective of RFP:**

Paschim Banga Gramin Bank Invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for selection of service provider for supply and installation of 65AH/12V UPS batteries at 118 number of branches in four regions of Bank i.e Howrah, Hooghly, Burdwan and Suri as rate contract for a period of 01 (one) year.

The vendor will be engaged for supply and installation of UPS Batteries from date of acceptance of Purchase Order till completion of the project or contract period. The vendor will further be engaged for warranty and maintenance of supplied UPS batteries for a period of 3 years.

### **2. Eligibility Criteria**

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria is required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Proof of documents to be submitted
1.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME Entrepreneur &amp; still categorized as MSME for the last 3 years as on RFP issuance date.</p> <p>Bidder / Partner/ Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation issued by Registrar of Companies along with</li> <li>2. Copies of Memorandum of Association</li> <li>3. Copies of Articles of Association</li> <li>4. Shareholding pattern</li> <li>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</li> <li>6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, Udyog Aadhar or any other body specified by Ministry of MSME.</li> </ol>
2.	The bidder should have had an annual turnover of more than Rs. 01 (One) Crore during each of the last three financial years as evidenced by the audited accounts of the company / division.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2020-21, 2021-22 and 2022-23).
3.	The bidder should have made operating profit last three financial years (i.e. 2020-21, 2021-22 and 2022-23).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2020-21, 2021-22 and 2022-23).
4.	The bidder should have an experience of minimum 3 years in supply, installation and maintenance of reputed OEM UPS batteries.	Documentary proof with purchase order and completion certificate needs to be submitted
5.	The proposed OEM make battery should installed and running in UPS installed in at least one Public Sector banks or at least one Regional Rural bank and running for last one year.	Documentary proof with purchase order and completion certificate needs to be submitted
6.	The Bidder should have preferably service support center in West Bengal and Undertake to provide seamless service to branches from the service support centers.	Declaration by the bidder that they have the required experience.
7.	Bidder should not have been debarred/black-listed for corrupt and fraudulent practices by any Bank / Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Please refer as per the format of <b>Annexure – “I”</b> .
8.	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against selected bidder by any statutory or regulatory agencies which may result in	Declaration in the letterhead of the bidder's company to that effect should be submitted.

	liquidation of company / firm and / or deterrent on continuity of business.	
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Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.



## **Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

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

The PBGB invites sealed tenders comprising of Eligibility Bid and Commercial bid from experienced perspective bidders having proven capabilities for selection of service provider for supply, installation and maintenance of 65AH/12V UPS batteries at 118 number of branches spread across four regions of Bank i.e. Howrah, Hooghly, Burdwan and Suri.

The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### **2. Due Diligence**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Bank shall not be held responsible.

### **3. Tender Document and Fee**

A complete set of tender documents can be obtained from the below address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.5,000/- (Rupees Five Thousand Only)**.

A complete set of tender documents can also be downloaded from Bank's website [www.pbgbank.com](http://www.pbgbank.com). The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favor of Bank payable at Kolkata. The bidder has to provide the Bank 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 Cost of tender document is non-refundable.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted along with the bid.



The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-10011082030033 Account Name- TENDER FEES Branch- HEAD OFFICE IFSC- UCBA0RRBPBG	Paschim Banga Gramin Bank Head Office : Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah, West Bengal - 711101

#### 4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit along with Eligibility Bid in the form of Bank Guarantee valid for a period of 180 days, with a further claim period of 30 days from the date of opening of Eligibility Bid in the format given in **Annexure H**, in favor of Paschim Banga Gramin Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
<b>RFP for Selection of service provider for supply, installation and maintenance of 65AH/12V UPS batteries at 118 number of branches spread across four regions of Bank i.e. Howrah, Hooghly, Burdwan and Suri</b>	<b>Rs.1,00,000/- (Rupees One Lakh Only)</b>

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. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The EMD will not bear any interest and it may be forfeited under the following circumstances:

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- 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
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:

➤ To sign the contract in the form and manner to the satisfaction of BANK.

To furnish Performance Bank Guarantee in the form and manner to the satisfaction of BANK within the stipulated time period.

## **5. Rejection of the Bid**

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids /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.
- e. Non-submission of Integrity pact or any other documents mentioned in the RFP shall be liable for rejection
- f. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- g. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- h. Non-submission of Pre-Contract Integrity Pact as per format given in **Annexure – F**.

## **6. Pre-Bid Meeting**

The queries for the Pre-bid Meeting should be reached by email on or before the date mentioned in the Bid Control Sheet by e-mail to **ho.tender@pbgb.co.in**. It may be noted that no query from any bidder shall be entertained or received after the above-mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site and may be sent to each individual bidder. The Pre-Bid Meeting schedule is mentioned in bid control sheet.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – G**.

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

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. Withdrawal of bids are not allowed.

## **8. Information Provided**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

## **9. Clarification of Offer**

To assist in the scrutiny, evaluation and comparison of offers/bids, 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 Bank in this regard shall be final, conclusive and binding on the bidder.

## **10. Late Bids**

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre-Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

## **11. 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.

## **12. For Respondent Only**

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

## **13. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

## **14. MSME Bidder**

Any enterprise registered under Udyam registration as Micro and Small Enterprise (MSEs), having valid Udyam registration certificate and/or Udyog Aadhaar (UAM) and category valid as on bid submission date are eligible to avail the benefits under the policy. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service.

### **A. Exemption:**

To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit,

adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, complex and critical services, procurement of product of high importance and urgent products etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.

#### **B. Purchase preference to Micro and Small Enterprises (MSEs):**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

#### **15. Costs Borne by Respondents**

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 / Respondent.

#### **16. No Legal Relationship**

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

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

PBGB reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of PBGB 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 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.

## **18. 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.

## **19. Non-Transferrable 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.

## **20. Address of Communication**

Offers / bid should be addressed to the address given in bid control sheet.

## **21. Period of Bid Validity**

Bids shall remain valid for one year after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 1 year as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

## **22. No Commitment to Accept Lowest or Any Bid**

Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Bank



reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

### **23. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within time as given in control sheet.

### **24. Acceptance of Terms**

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, Bank shall appropriate the EMD/invoke the PBG of the successful bidder.

### **25. RFP Response**

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

All submissions will become the property of Bank. Recipients 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 Recipients 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 right that may subsist in the submission or Banking documents.

### **26. Preliminary Scrutiny**

Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. Bank reserves the right for such waivers and this shall be binding on all vendors.

### **27. Notification**

Bank will notify the Respondents in writing/email as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

## **28. 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.

## **29. Clarifications on and Amendments to RFP Document**

Prospective bidders may seek clarification on the RFP document by letter/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

## **30. Language of Bids**

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.

## **31. Authorized Signatory**

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 person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The 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 along with Power of Attorney duly stamped, 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.**

## **32. Submission of Offer – Two Bid System**

Bank will follow Two Bid System i.e., Separate Eligibility, separate Technical & separate sealed Commercial bid. **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Integrity Pact, **Technical Bid** – containing Technical Information and Masked Commercial Bid (Annexure S) and **Commercial Bid** - Commercial Bid containing indicative Price Information.

The Eligibility 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 along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee

and the Integrity Pact on a non-judicial stamp paper of requisite value. Tender Offer forwarding letter prescribed in Annexure – A should be submitted with the Eligibility Offer. The Eligibility offers must not contain any price information. Bank, at its sole discretion, may not evaluate Eligibility Offer in case of non-submission or partial submission of eligibility details. Any decision of Bank in this regard shall be final, conclusive and binding upon the Bidder.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating Bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid. The envelopes separately should contain the documents in the order mentioned.

The Commercial Offer should contain all relevant price information as per **Annexure D**.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank 's Name.

**Note:**

- 32.1 The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- 32.2 Hard copy of Tender Fee, Earnest Money Deposit, Integrity Pact and documents executed on non-judicial stamp paper should be sent on the address given in the control sheet on or before bid submission date.
- 32.3 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.
- 32.4 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 32.5 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 32.6 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 price validity period.
- 32.7 Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 32.8 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 the right to accept or reject any bid.
- 32.9 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 32.10 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.
- 32.11 Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.



### **33. Preference to Make in India**

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

**Purchase Preference:** In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in total shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.

- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

### **33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- **"Class-I Local supplier"** means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- **"Class-II local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- **"Non-Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- **"Margin of purchase preference"** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

### **33.2 VERIFICATION OF LOCAL CONTENT:**

- a. The 'Class-I local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self – certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores, the 'Class-I Local Supplier/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-R** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

### **34. Restriction On Procurement Due to National Security**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and

Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure T to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

1. In case of a partnership firm, the beneficial owner is the natural person(s) · who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **35. Purchase preference to Micro and Small Enterprises (MSEs)**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

### **36. Adoption of Integrity Pact**

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:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. 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.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

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 warranty/guarantee. Format of IP is attached as **Annexure F** for strict compliance.

### **37. Other Terms and Conditions**

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. 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.
- c. 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.
- d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.



- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f. 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. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. 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 Bank in this regard shall be final, conclusive and binding upon the bidder.
- 37.1 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.
- 37.2 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 37.3 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 37.4 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 price validity period.
- 37.5 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 37.6 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 the right to accept or reject any bid.
- 37.7 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 37.8 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
- 37.9 Bids once submitted shall not be returned to the Bidder in future.

## **Part –III: BID OPENING AND EVALUATION CRITERIA**

### **1. Stages of Evaluation**

There would be Three (3) stages for evaluation process.  
The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

### **2. Evaluation Methodology**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

#### **2.1 Eligibility Evaluation:**

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 2**, will be shortlisted for the technical bid evaluation.

#### **2.2 Technical Evaluation:**

In Technical evaluation process, the technical bid of only eligible bidders would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV and Technical requirements as per Annexure – R. The Bidder should comply all points in scope of work in Part IV and all technical requirements in Annexure – R.

Non-compliance of any point either in scope of work or any technical requirements in Annexure-R may lead to rejection from the further bidding process. After technical evaluation commercial bids of only eligible and technically qualified bidders will be opened.

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV and Technical requirements as per **Annexure – R**.

#### **2.3 Commercial Evaluation**

The format for quoting Indicative commercial bid set out in **Annexure – D**. The indicative commercial bids of only eligibility and technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a. The Bill of Material must be attached as well as Indicative Commercial Bid. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.
- b. The L1 bidder will be selected on the basis of the amount quoted in the commercial bid for the proposed solution. Lowest quote based on Total Cost of Ownership (TCO) in the commercial bid will be considered as the L1 bidder. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- c. 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.
- d. The quoted TCO (Total Cost of Ownership) identified in the Commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- e. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- f. In the event the vendor has **not quoted / not mentioned / left blank** item(s) in the commercial bid or **quoted less nos. of links**, for evaluation purposes the lowest value for that item(s) / remaining links among other submitted bids would be used to calculate the TCO, based on which the L1 bidder will be selected. However, for the purposes of payment and finalization of the contract, **the value of zero cost** in the unfilled item(s) would be used.
- g. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- h. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.

### 3 Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the 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 eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions 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 or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short-listed 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 bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

#### **4 Award of Contract**

The contract shall be awarded to and the order shall be placed with selected L1 bidder based on the price quoted by the bidder in Commercial evaluation process. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.



**PART –IV**  
**SCOPE OF THE WORK**

- 1 Bidder should supply and install battery of reputed single OEM for 3 KVA UPS at various branches in PBGB.
- 2 Bidder must provide 3 (three) year on-site comprehensive maintenance/warranty services for UPS batteries installed under purchase order of this RFP at our branch/branches from the date of acceptance of the purchase order.
- 3 The selected bidder will supply and install UPS batteries **within 7 calendar days** from the date of receiving separate purchase orders under this RFP.
- 4 The selected bidder will buy back existing old UPS batteries 65AH & 12Volt of EXIDE make. The Buy Back amount should be mentioned in commercial bid.
- 5 Maintenance/Warranty services should be rendered immediately (within 4 hours) on receipt of call/ email from the concerned departments / users on all working days of the Bank from **9:30 am to 6:00 pm** and follow it up till the problem is resolved.
- 6 The performance of the selected bidder will be reviewed by the department on quarterly basis based on service provided and if found unsatisfactory, Bank shall have the full liberty to cancel the contract at any time during the contract period by giving **15 days' notice**.
- 7 The selected bidder shall ensure that services of professionally qualified personnel who have expertise in the maintenance of UPS battery system, with a minimum period of 1 year relevant experience, are available for providing comprehensive on-site maintenance of the UPS battery systems.
- 8 In case of any failure relating to UPS battery, the selected bidder shall ensure that system is made operational to the full satisfaction of the Bank in the shortest possible time as defined in said purchase order and ensuring that the overall breakdown/ disruption does not exceed twenty-four hours.
- 9 In case the disruption is beyond 24 hours due to battery issue of UPS system, then the bidder has to make alternate arrangements to operationalize the UPS system till the original issue is resolved.
- 10 Any extra material required for the project execution not mentioned in the commercial bid, shall be supplied and deployed by the bidder at no extra cost to Bank.
- 11 Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation.

12 Below mentioned are specifications related to UPS Battery: -

Battery Make – Reputed Single OEM  
Type – SMF (Sealed Maintenance Free) Battery  
Battery Voltage – 12V  
Battery Rating - 65AH  
Battery Warranty – 36 months  
Battery to be connected with UPS Load – 3KVA  
Battery Length – 350 mm approx.  
Battery Width – 166 mm approx.  
Battery Height – 174 mm approx.

Buy Back battery specification is as per below details: -

Battery Make - Exide  
Type – SMF (Sealed Maintenance Free) Battery  
Battery Voltage – 12V  
Battery Rating - 65AH  
Battery Warranty – 36 months  
Battery connected with UPS Load – 3KVA

13 The tentative total number of batteries to be supplied, installed and maintained will be 708 approx. The number of existing batteries supplying load to 3KVA UPS installed in branches and offices of Bank is 06 (six) per branch with specifications as stated above.

PBGB

## **Part-V (Other Details)**

### **1. Order Details**

The purchase order will be placed by the Bank from its Head Office, DIT in the name of selected bidder(s) as per requirement. The payment will be made by Head Office, DIT or concerned department and the Performance Bank Guarantee for the order will be required to be submitted in the same office.

### **2. Schedule of Delivery**

The selected bidder will supply and install UPS batteries within **7 calendar days** from the date of receiving separate purchase orders under this RFP. The selected bidder to ensure to deliver the required batteries to the no of branches as per the 'Scope of Work' mentioned herein above. If bidder fails to deliver the site within the stipulated time frame, Bank reserves the right to cancel the order with proper penalty and get it executed by other selected bidder.

### **3. Penalty**

Failure to supply and install UPS battery as per above scope of work or failure to maintain UPS system due to battery issue as per SOW will attract penalty of Rs.100/- per day till the work is completed by the bidder. Wherever such absence extends beyond 10 consecutive working days the same will get treated as a material breach of contract.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the bidder. Bank may invoke the Bank Guarantee for further delay in delivery & installation.

### **4. Liquidated Damage**

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (one percent) of the one-year TCO will be charged for every week's delay in installation beyond stipulated timeline subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

### **5. Sub-Contracting**

As per scope of this RFP, sub-contracting is not permitted.

## **6. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by DIT, Head Office or concerned department. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site.

## **7. Performance Bank Guarantee**

The Selected Bidder, within 15 days from the date of master purchase order issued under this RFP will have to furnish a Performance Bank Guarantee, format as per Annexure – E, issued by any scheduled commercial bank (other than Bank) equivalent to 10% of the total project cost valid for 39 months (36 months + a claim period of 3 months) from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the termination clauses.

The bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

## **8. Price Validity**

The bidder shall keep the price valid for a period of 3 months from the date of submission of bid. 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.

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.

Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies/taxes.

The Bidder has to take extra caution while preparing bid with due care of commercial bid. Any misappropriation, calculation error, mismatch, assumption, deviation may lead to cancellation of the bid.

## **9. Single Point of Contact**

The Bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

## **10. Taxes**

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by Bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to Bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by Bidder and /or individuals assigned by Bidder under this agreement. Without limiting the generality of the foregoing Bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the Bidder.
- e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, PBGB, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

## **11. Confidentiality and Secrecy**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the



same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The 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.
- The Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- 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 Service Level Agreement.

## **12. Right to Alter Quantities**

The Bank reserves the right to alter the number of hardware items specified in the tender in the event of changes in plans of the Bank. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder. The bank reserves the right to place order for additional hardware at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware as

mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the Bidder.

### **13. Compliance With Laws**

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.
- c. If at any time during the term of this Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate this
- d. Agreement by giving not less than one month notice in writing.
- e. The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- f. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).
- g. This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.
- h. The Bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may



occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel.

- i. representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

#### **14. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the Bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, pandemics
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area.

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the 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.

#### **15. Completeness of the Project**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

#### **16. Order Cancellation**

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- i. The Bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,;

- iv. The Bidder goes into liquidation voluntarily or otherwise.
- v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- vi. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vii. Non-compliance of the scope of the job.
- viii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- ix. The Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- x. On the events of data piracy / privacy / system failures / security failures.

## 17. Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- I. an act or omission of the Vendor and /or its employees, agents, subcontractors in performance of the obligations under this Contract; and/or
- II. material breach of any of the terms of this Contract or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Contract; and/or,
- III. Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the Vendor under this Contract; and/or
- IV. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project applicable to Vendor's scope. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, to the acts of the Vendor's employees or representatives.

The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- I. The Bank notify the Vendor in writing immediately on becoming aware of such claim,
- II. The Vendor has sole control of defense and all related settlement negotiations,
- III. The Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- IV. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and

reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The Vendor should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement ;
- Gross Negligence or willful misconduct attributable to the Vendor, its employees, and agents
- Material breach of any terms of this Contract, Representation or Warranty
- Act or omission in performance of service.

Further,

- I. Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- II. Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Vendor as part of procurement under this Contract.
- IV. Under no circumstances bank shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business.
- V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to Vendor for any consequential/ incidental, or indirect damages arising out of this Contract.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. The Vendor shall not indemnify the Bank for

- I. Any loss of profits, revenue, contracts, or anticipated savings or
- II. Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this Contract and by the Vendor. Vendor shall be responsible for any loss of life or bodily injury, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

"Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

"Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

The Vendor should indemnify the Bank (including its employees, directors' representatives) from and against third party claims of losses, and liabilities arising from non-compliance of the Vendor with Laws / Governmental Requirements applicable to its scope of work

### **23. Publicity**

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

### **24. Privacy and Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.

### **25. Guarantees**

Bidder should guarantee that all the material as deemed suitable for the delivery and management for this RFP. All hardware must be supplied with their original and complete printed documentation.

### **26. Exit option and Contract Re-Negotiation**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the Bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- ii. Delay in offering;

- iii. Delay in commissioning project beyond the specified period;
- iv. Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- v. Serious discrepancy in project noticed during the testing;
- vi. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- vii. Serious discrepancy in completion of project.
- viii. Serious discrepancy in maintenance of project.

**Bank shall notify Bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.**

**In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.**

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.



## 27. Signing of Contract/Acceptance

The Bidder needs to provide an acceptance letter of all terms and conditions of the Purchase order placed in reference to this RFP within **05 (Five) working days** from the date of master purchase order.

## 28. Termination

BANK reserves the right to cancel the work/purchase order or terminate the contract by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- i. The Bidder commits a breach of any of the terms and conditions of this RFP.
- ii. The Bidder goes into liquidation, voluntarily or otherwise.
- iii. The Bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the Bidder under performance of the RFP.
- iv. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- v. The Bidder fails to complete the assignment as per the timelines prescribed in the Work Order and the extension, if any allowed.
- vi. Deductions on account of liquidated damages exceed more than 10% of the total work order.
- vii. In case the Bidder fails to deliver the resources as stipulated in the delivery schedule, BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the Bidder.
- viii. After award of the contract, if the Bidder does not perform satisfactorily or delays execution of the contract, 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 Bidder is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- ix. BANK reserves the right to recover any dues payable by the Bidder from any amount outstanding to the credit of the 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.

## 29. Termination for Convenience

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

In case of Termination of Convenience Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

### **30. Termination for Insolvency**

The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **31. Termination for Default**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

### **32. Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), 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 available steps to minimize loss resulting from that 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, a decision not to grant any (further) extension by Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of 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 Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to 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.

### **33. Dispute Resolution Mechanism**

- i. 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:
- ii. 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.
- iii. The matter will be referred for negotiation between General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- iv. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 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.
- v. 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 45 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.
- vi. 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 the Contract/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.
- vii. 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 and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **34. Arbitration**

All dispute or differences whatsoever arising between the Bidder and the Bank out of or in relation to the construction, meaning and operation, with the Bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.



Work under the Contract shall be continued by the Bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

### 35. Applicable Law and Jurisdiction of Court

The Contract with the 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).

### 36. Limitation of Liability

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event Bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. i shall not apply with respect to:
  - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
  - b. Damages occasioned by the **Gross Negligence** or **Willful Misconduct** of Service Provider.
  - c. Damages occasioned by Service Provider for breach of confidentiality obligations.
  - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

The Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or any consequential or indirect loss or damages however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claim made by Regulatory authorities for reasons attributable to breach of services provided / obligation under this contract and by the Bidder.

**"Gross Negligence"** means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**"Willful Misconduct"** means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real

property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **37. Privacy & Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.

### **38. Non-Disclosure Agreement**

By virtue of 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.

### **39. Amendment(s) In the Contract / Service Level Agreement**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to

any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

#### **40. Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

#### **41. Blacklisting**

##### Grounds for Disqualification & Blacklisting

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

- a) Any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- b) Any Bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- c) Any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

**(B)** Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;

- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision-making process of the Bank while determining the eligibility screening/selection process in favor of the Bidder;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a willful or material failure to perform in accordance with the terms thereof;
- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi) refusal or failure to furnish the required performance security within the prescribed time frame;
- vii) refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix) lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x) failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi) failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
  - a. Employment of competent technical personal, competent engineers and/or work supervisors;
  - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d. Deployment of committed equipment, facilities, support staff and manpower; and
  - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;

- xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
- xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

**(C)** Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

**(D)** The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. "

## **42. Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

## **43. Adherence to Data Security**

Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should aware about Bank's security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at/outside the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and Bidder would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" (document provided by Bank). The legal and regulatory requirements, including data



protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement. All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with Bank's policy. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured. Bidder has to abide by the data security guideline by consulting executives as defined by the bank from time to time.

That the Bidder will strictly maintain the secrecy of Bank's data.





(Tender offer forwarding letter)

Tender Ref. No.: PBGB/HO/DIT/ 2093 /2023-24

Date: .....

To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah

Dear Sir,

**Sub: Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year.**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for "Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year" mentioned in the RFP document forming Eligibility and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility and Commercial Bids by The Bank we undertake "Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year" as per your purchase orders.

In the event of our selection by the Bank for "Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year", we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost to be valid for a period of One year (plus 3 month of claim period) in favor of **PASCHIM BANGA GRAMIN BANK** effective from the month of execution of Service Level Agreement.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for one year from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of one year.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following:

1. Tender Fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_. Vide UTR No/Txn Id \_\_\_\_\_.
2. BG No \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_ as EMD.

Dated this \_\_\_\_ day of \_\_\_\_ 2020

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

(In the Capacity of) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of

**General Details of the Bidder****A. Profile of Bidder**

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker /s:
7. Name and details (designation and Phone no.) of Authorized Signatory:

**B. Financial Position of Bidder for the last three financial years**

	2020-21	2021-22	2022-23
<b>Operating Profit</b>			
<b>Net Worth</b>			
<b>Turnover</b>			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

**C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches :

Details of Experience in the field of Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references.

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

**Place:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

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

**Eligibility Bid Checklist**

<b>SL. No.</b>	<b>Eligibility requirement</b>	<b>Yes/ No</b>	<b>Submitted Documents</b>
<b>1</b>	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME Entrepreneur & still categorized as MSME for the last 3 years as on RFP issuance date.  Bidder / Partner/ Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.		
<b>2</b>	The bidder should have had an annual turnover of more than Rs. 01 (One) Crore during each of the last three financial years as evidenced by the audited accounts of the company / division.		
<b>3</b>	The bidder should have made operating profit last three financial years (i.e. 2020-21, 2021-22 and 2022-23).		
<b>4</b>	The bidder should have an experience of minimum 3 years in supply, installation and maintenance of reputed OEM UPS batteries.		
<b>5</b>	The proposed OEM make battery should installed and running in UPS installed in at least one Public Sector banks or at least one Regional Rural bank and running for last one year.		
<b>6</b>	The Bidder should have preferably service support center in West Bengal and Undertake to provide seamless service to branches from the service support centers.		
<b>7</b>	Bidder should not have been debarred/black-listed for corrupt and fraudulent practices by any Bank / Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.		
<b>8</b>	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against selected bidder by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.		

**COMMERCIAL TEMPLATE**

Sl. No.	Item Description	Make	Price per Battery (A)	GST %	GST Amount (B)	Total Amount per Battery (C=A+B)	Buy Back Amount per Battery (D)	Net Price (E=C-D)
1	UPS Battery 65 AH/12V – 3KVA (SMF) including Warranty							

(\*) Payment will be done on actual basis

Sl	Item	Make	No of Batteries Needed to Supply 3KVA UPS (Per Branch)	Total Amount Per Branch	Total Amount for 118 branches	Total Buy Back Amount (118*6=708 batteries)	Net Total Amount
1	UPS Battery 65 AH/12V – 3KVA (SMF) including Warranty						
Total Cost of Ownership (in Figures)							
Total Cost of Ownership (in Words)							

**Note:**

- Rate of UPS battery is for one year period.
- The make of UPS battery should be of reputed make and bidder needs to submit commercial for single OEM battery.
- GST will be paid at actuals at the time resultant billing.
- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- Lowest bidder (L1) will be determined based on the Total Cost of Ownership (TCO) without GST.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- We have understood that in case of non-adherence to any of the above, our offer will be **summarily rejected**.
- Please note that **any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected**. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP: PBGB/HO/DIT/2093/2023-24 dated 12.12.2023 and subsequent amendments.

**Date:****Place:****Authorized Signatory****Signature:****Name:****Designation:**

**PROFORMA FOR PERFORMANCE GUARANTEE****(To be stamped in accordance with the stamp act)**

In consideration of Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") having agreed to exempt M/s (Name of the bidder Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the bidder company) (hereinafter called "the said BIDDER") from the demand, under the terms and conditions of BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Bidder and an Agreement to be made between Bank and the Bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We, ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [BIDDER] do hereby undertake to pay to BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by BANK by reason of any breach by the said BIDDER of any of the terms or conditions contained in the said Agreement.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to BANK any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the BIDDER for payment there under and the BIDDER shall have no claim against us for making such payment.

4. We ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We ..... [indicate the name of bank ISSUING THE GUARANTEE] further agree with BANK that BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said BIDDER from time or to postpone for

any time, or from time to time any of the powers exercisable by BANK against the said BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said BIDDER or for any forbearance, act or omission on the part of BANK of any indulgence by BANK to the said BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the BIDDER.

7. We ..... [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto ..... and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of Guarantee including claim period).

8. Dated the ..... day of ..... for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

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

Authorized Official.

**NOTE:**

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.



**Annexure – F**  
**INTEGRITY PACT**

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

Whereas Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") In consideration of acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (for Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year) 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 **Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year** and the Bidder /Seller is one amongst several bidders /Proprietary Bidder /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.

**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 bidders) and Base Rate of SBI (State Bank of India) plus 2% (for Indian bidders). 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 behavior) 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. Law and Place of Jurisdiction**

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

## 11. 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.

## 12. Integrity Pact Duration.

- 12.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 12.2** 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, Bank.
- 12.3** 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.

## 13 Other Provisions

- 13.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 13.2** 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.
- 13.3** 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.
- 13.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 14.** This Integrity Pact is signed with Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 15.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 16.** The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Seller/Bidder) and at \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

**BUYER**

**BIDDER /SELLER**

**Signature:**  
**Authorized Signatory**  
**Bank**  
**Department of IT**

**Signature:**  
**Authorized Signatory**

**Place:**  
**Date:**

**Witness:**  
**(Name & Address)**

**Witness:**  
**(Name & Address)**

**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/Suggestions of the Bidder



**Format of Bank Guarantee (EMD)**

**To**  
**The General Manager- DIT**  
**Paschim Banga Gramin Bank,**  
**Head Office, Howrah**

Dear Sir,

In response to your invitation to respond to your RFP for Selection of Bidder (SI) for Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head Office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs. 01 lakh (Rupees One Lakh Only)** as bid security as required to be submitted by the 'Bidder' 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 Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, 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 BANK the said amount of Rupees Ten Lacs 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 BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. 01 Lakh only (Rupees One Lakh Only).
2. This Bank guarantee will be valid up to \_\_\_\_\_; 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 \_\_\_\_\_.



Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

**Note:** This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

**(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)**



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

**To**  
**The General Manager- DIT**  
**Paschim Banga Gramin Bank,**  
**Head Office, Howrah**

Dear Sir(s),

**Sub: Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year vide “RFP Ref No: PBGB/HO/DIT/2093/2023-24 Date 12/12/2023.”**

- a. We M/s \_\_\_\_\_, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil 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.
- f. (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- DIT**  
**Paschim Banga Gramin Bank,**  
**Head Office, Howrah**

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

In consideration of Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the **Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year vide "RFP Ref No: PBGB/HO/DIT/2093/2023-24 Date 12/12/2023."** 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 Authorized Signatory (s)]**

**Undertaking by the bidder**

**To**  
**The General Manager- DIT**  
**Paschim Banga Gramin Bank,**  
**Head Office, Howrah**

Dear Sir(s),

**Sub: Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year vide “RFP Ref No: PBGB/HO/DIT/2093/2023-24 Date 12/12/2023.”**

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

The hard-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby confirm that we are agreeable to provide services as per contract for a period of 3 years, may be extended on the basis of performance. All the Annexures with other Technical documents duly filled in and signed are enclosed. We 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.

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 and shall keep the price valid for the entire contract period.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking Letter to the Bank on the Bidder's Letterhead**

**To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

Dear Sir(s),

**Sub: Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year vide "RFP Ref No: PBGB/HO/DIT/2093/2023-24 Date 12/12/2023."**

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

We hereby agree to comply with all scope of work, all technical requirement (Annexure C) and all other 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,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking Letter on the vendor's letterhead for GST Law**

**To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

Dear Sir(s),

**Sub: Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year vide "RFP Ref No: PBGB/HO/DIT/2093/2023-24 Date 12/12/2023."**

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

We, the bidder M/s ....., hereby agree to comply 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.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:





**Undertaking for Price Validity & Acceptance of all terms & conditions of RFP**

**To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

Dear Sir,

**Sub: RFP for Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year.**

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 the entire contract period from the date of issuance of the first Work 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:



**Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)**

	2020-21	2021-22	2022-23
Turnover			
Profit / Loss			
Net worth			

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

**(TO BE PROVIDED ON Rs.100/- STAMP PAPER)****Self-Certificate for Local Content**

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

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods ..... (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to Bank as and when required.
- 6) That \*I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

**OR**

That \*I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

- 7) That I submit as under:

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	
Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	

Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

8) That the details of the location(s) at which the local value addition made is/are as under:

Sl. No.	Product Details	Name of Place

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

\* **Strike out whichever is not applicable**

**Undertaking for No Deviation**

**To,  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

Dear Sir,

**Sub: RFP for Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year.**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "**RFP**") issued by 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,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Technical Bid Requirements**

**Sub: Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year vide “RFP Ref No: PBGB/HO/DIT/2093/2023-24 Date 12/12/2023.”**

<b>SL. No.</b>	<b>Technical requirement</b>	<b>Yes/No</b>	<b>Remarks</b>
1.	Bidder should provide UPS battery of single reputed OEM		
2.	Bidder should provide reputed OEM Make		
3.	Bidder should provide SMF type Battery		
4.	Battery Voltage should be 12 V		
5.	Battery Rating should be 65 AH		
6.	Battery Warranty should be 36 months		
7.	Battery should be able to supply to 3 KVA UPS load		
8.	Battery should provide sufficient backup (please mention time) with desktops, printers etc. connected		
9.	Battery length should be 350 mm appx		
10.	Battery width should be 166 mm appx		
11.	Battery height should be 174 mm appx		
12.	No of Batteries needed to supply 3KVA UPS		

**PBGB**



**MASKED COMMERCIAL TEMPLATE**

Sl. No.	Item Description	Make	Price per Battery (A)	GST %	GST Amount (B)	Total Amount per Battery (C=A+B)	Buy Back Amount per Battery (D)	Net Price (E=C-D)
1	UPS Battery 65 AH/12V – 3KVA (SMF) including Warranty		*****	***	*****	*****	*****	*****

(\*) Payment will be done on actual basis

Sl	Item	Make	No of Batteries Needed to Supply 3KVA UPS (Per Branch)	Total Amount Per Branch	Total Amount for 118 branches	Total Buy Back Amount (118*6=708 batteries)	Net Total Amount
1	UPS Battery 65 AH/12V – 3KVA (SMF) including Warranty			*****	*****	*****	*****
Total Cost of Ownership (in Figures)					*****		
Total Cost of Ownership (in Words)					*****		

**Note:**

10. Rate of UPS battery is for one year period.
11. The make of UPS battery should be of reputed make and bidder needs to submit commercial for single OEM battery.
12. GST will be paid at actuals at the time resultant billing.
13. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
14. Lowest bidder (L1) will be determined based on the Total Cost of Ownership (TCO) without GST.
15. In case of discrepancy between figures and words, the amount in words shall prevail.
16. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
17. We have understood that in case of non-adherence to any of the above, our offer will be **summarily rejected**.
18. Please note that **any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected**. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP: PBGB/HO/DIT/2093/2023-24 dated 12.12.2023 and subsequent amendments.

Date:

Place:

Authorized Signatory

Signature:

Name:

Designation:

**Restriction on Procurement due to National Security**

**This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory**

**To,  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

Dear Sir,

**Sub: Selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e., Howrah, Hooghly, Burdwan & Suri by rate contract for 01 year vide “RFP Ref No: PBGB/HO/DIT/2093/2023-24 Date 12/12/2023.”**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

**Authorized Signatory,**

**Name:**

**Designation:**

**Vendors Corporate Name:**

**Address:**

**Email:**

**Contact No.**

