



***Uttar Bihar Gramin Bank***  
***Department of Information Technology,***  
***Head Office Sharma Complex***  
***Kalambagh Chowk***  
***Muzaffarpur-842001***

## **Request for Proposal (Bid) Document**

***For***

**Supply, Installation, Support and Maintenance of  
Desktop Personal Computers**

**At**

**Various Branches, Offices & DC/DR**

## Contents

1.	Invitation for tender offers .....	5
2.	Eligibility Criteria .....	6
3.	Quality Standards.....	8
4.	Unacceptable Quality of Hardware .....	8
5.	Bid Security .....	8
6.	Performance Bank Guarantee .....	9
7.	Cost of Bidding .....	9
8.	Manufacturer’s Authorization form .....	9
9.	Scope of Work.....	10
10.	Bid Submission .....	10
11.	Integrity Pact.....	11
12.	Technical Offer .....	12
13.	Commercial Offer.....	12
14.	Evaluation and acceptance .....	13
15.	Land Border Sharing Clause .....	13
16.	Preference to Make in India .....	13
16.1	Basis of allotment: .....	14
17.	Startup .....	15
18.	General Terms.....	15
19.	Service Level Agreement .....	20
20.	Order Cancellation .....	21
21.	Indemnity .....	21
22.	Liquidated Damages.....	23
23.	Confidentiality & Non – Disclosure.....	23
24.	Guarantee on software license.....	24
25.	Force Majeure.....	24
26.	Resolution of Disputes .....	24
27.	Format of the Letter of undertaking of Authenticity to be submitted by the Bidder .....	25
28.	Independent Contractor .....	25
29.	Assignment.....	26
30.	Execution of Contract, SLA and NDA .....	26
31.	Bidder’s liability.....	26
32.	Information Ownership.....	27
33.	Inspection, Audit, Review, Monitoring & Visitations.....	27
34.	Intellectual Property Rights .....	28
35.	Termination.....	29
36.	Privacy and security safeguards.....	31
37.	Governing Law and Jurisdiction .....	31
38.	Compliance with Laws .....	32

39.	Violation of terms .....	32
40.	Corrupt and Fraudulent Practices.....	33
41.	Publicity.....	33
42.	Entire Agreement; Amendments.....	33
43.	Survival and Severability .....	33
44.	Bidding Document .....	34
45.	Amendments to Bidding Documents.....	34
46.	Period of Validity.....	34
47.	Last Date and Time for Submission of Bids.....	34
48.	Late Bids.....	34
49.	Modifications and/or Withdrawal of Bids .....	34
50.	Clarifications of Bids.....	35
51.	Bank’s Right to Accept or Reject Any Bid or All Bids .....	35
52.	Signing Of Contract .....	35
53.	Check list for submission .....	35
	Annexure-1 Technical specifications of hardware items.....	37
	Annexure-2 Commercial Bid .....	42
	Annexure-3 Guidelines, Terms & Conditions and Process Flow for Reverse Auction .....	43
	Annexure-4 Bidder’s Information .....	48
	Annexure-5 Details of Service support centers .....	49
	Annexure-6 Pro forma for performance statement .....	50
	Annexure-7 Letter to be submitted by bidder along with bid documents.....	51
	Annexure-8 Scope of Work.....	52
	Annexure-9 Undertaking of Authenticity for Supply, Installation and Maintenance of Desktop PCs.....	54
	Annexure-10 Undertaking Letter .....	55
	Annexure-11 Manufacturer Authorization Form .....	56
	Annexure-12 Integrity Pact.....	57
	Annexure-13 Non-Disclosure Agreement.....	61
	Annexure-14 Performance Bank Guarantee .....	65
	Annexure-15 Escalation Matrix.....	67
	Annexure-16 Bid Security Format.....	68
	Annexure-17 Undertaking for sufficient quantity of spares.....	69
	Annexure-18 Guidelines on banning of business dealing.....	70

## **List of abbreviations**

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BOM	Bill of Material
CBS	Core Banking Solution
CGST	Central Goods AND Services Tax
HO	Head Office
DC	Data Centre
DRC/DR	Disaster Recovery Centre
EMD	Earnest Money Deposit
GST	Goods and Services Tax
GSTR	Goods and Services Tax Return
IGST	Interstate Goods and Services Tax
ITC	Input Tax Credit
JV	Joint Venture
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RO	Regional Office
SGST	State Goods and Services Tax
SLA	Service Level Agreement
TCO	Total Cost of Ownership
BANK	Uttar Bihar Gramin Bank
TO	Technical Offer

## 1. Invitation for tender offers

Uttar Bihar Gramin Bank, registered/incorporated under the Regional Rural Act 1976 and having its Head office at Sharma Complex, Kalambagh Chowk, Muzaffarpur Bihar 842001, having 14 Regional Officers (ROs), 1032 Branches spread across 18 districts of North Bihar, invites tender offers (Technical offer and Commercial offer) from eligible, reputed manufacturers and/or their authorized dealers for Supply, Installation, Support and Maintenance of Desktop Personal Computers (PCs) as specifications mentioned in Annexure-1.

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable fee of 25,000/- (Rupees Twenty Five thousand only) including taxes by demand draft/ banker's cheque in favour of "**Uttar Bihar Gramin Bank**" and payable at **Muzaffarpur**. The proof of cost paid of RFP also to be enclosed with the Technical Bid, by those who want to download the RFP from Website.

The details are given below:

Tender Reference Number	HO/IT/14/2021-22/50
Cost of RFP – non refundable	2,5000/-
Date of Issue of RFP	3 <sup>rd</sup> June 2021
Bid Security (EMD)	39,00,000.00/- (Thirty Nine Lakh Only)
Mail IDs and Last Date of Written request for queries before the Pre-bid Meeting	smit@ubgb.in, smitho@rrbubgb.in 8 <sup>th</sup> June 2021 at 5.30 PM
Date & time for Pre-Bid Meeting Vide VC	11 <sup>th</sup> June 2021 at 3.30 PM
Last Date and Time submission of RFP	25 <sup>th</sup> June 2021 at 3.30 PM
Mode of bid submission	Mode: Offline
Time & Date of Opening of technical bids	25 <sup>th</sup> June 2021 at 4.00 PM
Response Types	1.Technical Bid + Document Cost + Bid Security 2.Commercial Bid
Address for Communication	General Manager-IT Uttar Bihar Gramin Bank Head Office Sharma Complex Kalambagh Chowk Muzaffarpur-842001
Place of Submission / Opening tender offers : Contact Telephone Numbers	Uttar Bihar Gramin Bank Head Office Sharma Complex Kalambagh Chowk Muzaffarpur-842001 PH: 8102914214

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated e-mail ID within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises/Startup are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

Bid Security mentioned above must accompany all tender offers (technical bid) as specified in this tender document.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document Cost and/or Bid Security, will be disqualified outright.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

### **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Uttar Bihar Gramin Bank (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. 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. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## **2. Eligibility Criteria: -**

The Bidder must fulfill following eligibility criteria:

<b>Sr.</b>	<b>Eligibility of the bidder</b>	<b>Documents to be submitted</b>
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 and should have been in existence for a minimum period of 5 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office of the bidder.
2.	The bidder must have average turnover of minimum RS 100 Crore in IT hardware business in the last three financial years(i.e. 2017-18, 2018-19, and 2019-20) as per the audited balance sheet available at the time of submission of tender, in individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three years
3.	The bidder should have made operating profits in at least two	Copy of audited balance sheet and

Uttar Bihar Gramin Bank- Tender No. HO/IT/14/2021-22/50  
RFP for Supply, installation, support and Maintenance of Desktop Personal Computers

	financial years out of last three financial years ( i.e. 2017-18, 2018-19, 2019-20)	Certificate of the Chartered Accountant.
4	The bidder should have a positive net worth in two out of last three financial years ( i.e. 2017-18, 2018-19, 2019-20)	Certificate of the Chartered Accountant
5.	The bidder should have minimum 14 support centers in 18 district of North Bihar where UBGB is operational and one support center in Mumbai and Hyderabad.	Submit the self-declaration on Company's letter head with address locations and contact number in <b>Annexure -5</b>
6	The bidder should have executed single/multiple orders of minimum Rs10 Crore for supply and installation of IT components in last two financial years.	Documentary proof to be submitted
7.	Bidder should not have filed for bankruptcy in any country including India	Self-declaration on Company's letter head by the Authorized Signatory in original
8.	At the time of bidding, the Bidder/OEM should not have been blacklisted/debarred by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order.	Submit the self-declaration on Company's letter head along with the technical bid.
9.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Govt. / IBA/RBI/PSU /PSE/Banks or Financial institutes regarding supply of goods/services	Submit the self-declaration on Company's letter head
10.	Bidder/OEM should not have <ul style="list-style-type: none"> <li>• NPA with any Bank /financial institutions in India.</li> <li>• Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Uttar Bihar Gramin Bank to service the needs of the Bank</li> </ul>	Submit the self-declaration on Company's letter head
11.	Bidder should be ISO 9001-2015 certified	Necessary Proof should be submitted.
12.	Only class-I and class-II local suppliers are eligible to bid.	Required certificates as per eligibility should be submitted.

OEM can quote directly or through channel partners. However, both should not participate in which case both will be disqualified and their offer will be rejected.

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

### 3. Quality Standards

Uttar Bihar Gramin Bank is looking for quality products, which are volume produced and are used by a large number of users in India. All products quoted should be associated with specific model & part numbers, names and with printed literature describing configuration and functionality. Details of product should be available on their website and bidder should provide the Bank the access to the website. Any departures from the printed specifications should be clearly identified in a separate annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. The desktop should be Microsoft and Linux certified and should be from an ISO 9001:2015 manufacturing unit. ***Bidder should submit certification of ISO 9001:2015***

### 4. Unacceptable Quality of Hardware

The bidder should not substitute any internal components or subsystems of OEM for desktop by similar items from different manufacturers. Any deviation /substitute must be mentioned in the technical bid.

### 5. Bid Security

Prospective bidders are required to submit the Demand Draft drawn in favor of "Uttar Bihar Gramin Bank" payable at Muzaffarpur, towards bid security of INR 39,00,000.00 (Rupees Thirty-Nine Lakhs only) valid for 180 days from the last date of bid submission and issued by any scheduled commercial bank in India (Annexure-16). The Bank will not pay any interest on the Bid security.

#### **The Bid Security shall be liable to be forfeited:**

- (a) If a Bidder withdraws its tender during the period of tender validity specified by the Bidder; or
- (b) If the Bidder does not accept the correction of its Tender Price; or
- (c) If the successful Bidder fails within the specified time to:
  - (i) Sign the Contract; or
  - (ii) Furnish the required security deposit.

The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

#### **The Bid Security will be refunded to:**

The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) as security deposit for 3% of the total project cost valid for 48 months, within 21 days from the date of acceptance of purchase order, validity starting from its date of issuance.

The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Bank Guarantee as security deposit.



## 6. Performance Bank Guarantee

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in **Annexure-14**, for 3% of the total project cost valid for 48 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Bidder in any of supply, installation, support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days from the date of notifying the bidder, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG

## 7. Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

## 8. Manufacturer's Authorization form

Bidders must submit a letter of authority from their manufacturers in **Annexure-11** that they have been authorized to quote OEM Product.

## 9. Scope of Work

### Scope of Work for Desktop PCs

- 9.1 The Scope of the work is for Supply, Installation, Support and Maintenance of Desktop PCs as per the quantity detailed in Bill of Material and specifications / configuration given in the **Annexure-1** and elsewhere in the document. The specifications tabulated are the minimum requirement and bidder can offer higher configuration.
- 9.2 The bidder shall deliver & install hardware items ordered and make it operational at respective sites/locations.
- 9.3 Bidder has to confirm compliance to the Scope of Work mentioned in **Annexure-8A** for Desktop PCs
- 9.4 Bidder is required, to supply, install support and maintain hardware items at respective offices / branches as per requirement at its own cost and with logistics to be arranged by successful bidder only.
- 9.5. Project Completion and Management
  - a). For smooth completion of project, the Bidder should identify one or two of its representatives at Muzaffarpur as a single point of contact for the Bank.
  - b). Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

## 10. Bid Submission

- All responses received after the due date/time be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- **“Cost of Tender Document”** may be paid through Bankers Cheque/Demand Draft/Pay Order favouring Uttar Bihar Gramin Bank, payable at Muzaffarpur, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.
- **Bid Security / Earnest Money Deposit:** **“Earnest Money Deposit”** shall be paid through by way of Bankers Cheque/Demand Draft/Pay Order favouring Uttar Bihar Gramin Bank, payable at Muzaffarpur , issued by a Commercial Bank (other than Uttar Bihar Gramin Bank) located in India, valid in the format provided in the RFP (**Annexure 16**-Bid Security Format). The Demand Draft should be of a Commercial Bank only (other than Uttar Bihar Gramin Bank) and will be accepted subject to the discretion of the Bank.

### 10.1 Download of Tender Documents:

Bidding Documents are available for downloading on our bank official website [www.ubgb.in](http://www.ubgb.in). However, to participate in the tender, the bidder must purchase the bidding documents

through Bankers Cheque/Demand Draft/Pay Order favoring Uttar Bihar Gramin Bank, payable at Muzaffarpur

### **10.2 Submission of Tender**

Offers (Technical & Commercial) must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given above, **on or before the last date mentioned above**. All envelopes should be securely sealed and stamped. Both sealed envelope may be sent in one envelope having mentioned of containing of Technical Bid and Financial Bids in separate envelop inside.

### **10.3 Close for Bidding:**

After the expiry of the cut- off time of Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

### **10.4 Short listing of Bidders for Financial Bidding Process:**

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing the documents, will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

### **10.5 Opening of the Financial Bids:**

The Bidders have to visit UBGB Head Office at the time of opening of Financial Bids. At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

## **11. Integrity Pact**

Each Participating bidder/s shall submit Integrity Pact as per attached **Annexure-12** duly stamped for Rs1000/- (Rs. One Thousand only). Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

**Mr Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]**

- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parities accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

## 12. Technical Offer

1. The Technical Offer (TO) should be complete in all respect and contain all information asked for in this document.
2. It should not contain any price information. But a copy of the commercial bid without mentioning the price should be attached with TO. However, any mention of price in TO will result in cancellation of the bid.
3. The TO must be submitted in an organized and structured manner. All the product brochures/leaflets/manuals etc. should be submitted along with the TO. The technical offer should be in compliance with Technical configuration / specifications as per **Annexure-1**.
4. The TO must contain the proof of submission of document cost (if not submitted already) and bid security. Without any of these two, bidder will be disqualified, and bid submitted by them will not be considered for process.

## 13. Commercial Offer

Commercial Bid of only technically qualified Bidders shall be opened on the basis of technical proposal. Technically qualified Bidders will participate in Reverse Auction process to be conducted by Bank. Bank will notify the date and time for participating in the online reverse auction process to the technically qualified Bidders.

- a) The Commercial Offer (CO) should be complete in all respect and contain all information asked for in this document. It should contain only the price information as per **Annexure-2**.
- b) The commercial offer should be in compliance with Technical configuration / specifications as per **Annexure-1**
- c) The price to be quoted for all individual items and it should be unit price in Indian rupees only.
- d) In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder.
- e) The prices should include comprehensive on-site warranty for three years, maintenance of

hardware items covering all components, services, visits to the concerned offices and insurance of hardware items upto installation during warranty period of three years.

- f) The Bank will consider the Total Cost of Ownership (TCO) for a period of three years (3 years' warranty)

#### 14. Evaluation and Acceptance

1. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any minor non-conformity or deviations.
2. Bank reserves the right to place repeat order on the same terms & conditions and prices for additional 25% quantity within one year **and “the successful bidder(s) will be bound to fulfill such order also if placed.”** Bank shall, at its sole discretion, distribute this additional quantity if purchased to the successful bidders equally or in any ratio decided by the Bank.
3. In case, any of the successful bidder is unable to honor in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
4. Bank reserves the right to reject a bid offer under any of the following circumstances:
  - a) If the bid offer is incomplete and / or not accompanied by all stipulated documents.
  - b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
  - c) If there is a deviation in respect to the technical specifications of hardware items.
5. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

#### 15. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in **Annexure-1C** in this regard and provide copy of registration certificate issued by competent authority wherever applicable.

#### 16. Preference to Make in India

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019 ,04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the

General Financial Rules 2017. The salient features of the aforesaid Order are as under:

1. **Class-I Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
2. **Class-II Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
3. **Non-Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. Only '**Class-I local supplier**' and '**Class-II local supplier**' shall be eligible to bid.
5. The margin of purchase preference shall be 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.

#### **Verification of Local contents:**

1. The local supplier at the time of submission of bid shall be required to provide a certificate 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 as per Annexure-1G.
2. Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement related complaints relating to procuring entity.
3. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
4. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect respectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II).

#### **16.1 Basis of allotment:**

##### **The order will be divided to maximum two bidders.**

- i. Among all qualified bids, the lowest bid will be termed as L1.
- ii. If L1 is class – I local supplier, the order will be divided in two bidders L1 & L2 in 60:40 ratio provided L2 agrees to match the price with L1. If L2 does not agree, next higher bidder will be considered for award with matching L1 price and so on.

- iii. If L1 is not a 'Class-I local supplier', 50% of the order quantity 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 local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the remaining 50 % of the order quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly.
- iv. If L1 is not a 'Class-I local supplier' and none of the class – I local supplier falls under 20% margin with L1, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' within 20% margin of purchase preference of the highest quoted bidder considered for award of contract [i.e. L2 in present case as order is split in two parts ] so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- v. In case, no 'class – I local supplier' qualifies for the award, 50 % contract will be awarded to L1 and remaining 50% contract will be awarded to next higher qualified bidder subject to matching the price with L1.

## 17. Startup

The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

## 18. General Terms

This tender is to procure, deliver, install, support and maintenance during the contract period of three years of the Desktop PCs to any of the Branches/offices of Uttar Bihar Gramin Bank. This rate of Desktop PCs shall be valid for 12 months.

### 18.1 Delivery and Installation:

1. Bank shall provide the location address and contact details for delivery of Desktop PCs while issuing the purchase order.
2. Delivery and installation of all Desktop PCs should be completed within 6 weeks from the date of acceptance of the Purchase Order.
3. Vendor has to arrange for road permit at its own cost. It will be the sole responsibility of the bidder to submit any form required for release of shipment from the check post.
4. The successful bidder should ensure installation of the delivered Hardware, Software and complete the works specified in the Scope of Work at the Bank branch/office of all the

- materials for each ordered location.
5. Bank reserves the right to change/modify locations for supply of the Desktop PCs. In the event of any change/modification in the locations where the Desktop PCs are to be delivered/not billed, the bidder in such cases shall deliver; install the Desktop PCs at the modified locations with no additional cost to the Bank. However, if the hardware items are already delivered / billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty of the hardware should be applicable at the altered locations also.
  6. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after testing/examination. In such events, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete operational/functional Desktop PCs and sign off/acceptance shall be provided.
  7. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of Desktop PCs to locations and the Bidder is required to make the arrangements for delivery of Desktop PCs to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
  8. Installation of the Desktop PCs will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
  9. Partial or incomplete or delivery of damaged materials will not be considered as delivered for all the ordered materials. Date of last material delivered to the ordered location, shall be treated as Date of delivery, if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered material without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.
  10. In case, the site is not ready for installation of the Desktop PCs, the bidder should get a letter from the concerned RO/HO to that effect and carry out a notional installation within 30 days from the date of delivery and get the installation certificate from the concern RO/HO. Such installation date will be treated as the start date of warranty. Subsequently, the bidder can claim the payment. However, the bidder should give an undertaking in writing to the Bank that they will install the hardware as and when site is ready. Bank reserves the right to shift the equipment's to new location/s and warranty / support for the same will continue to be in force at the new location.

### **18.2 Payment Terms:**

Payment will be released by the Head office from where the purchase order(s) are issued. All the Payment shall be made in INR only. Payment terms are as under:

#### **A) Payment Terms for Desktop PCs**



- a. 60% of the purchase order cost will be released on delivery of Desktop PCs/Hardware items on production of relevant documents. Please note that Original invoices (plus one Copy) reflecting Taxes and Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office. Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- b. 30% of the purchase order cost will be released after successful installation of Hardware/Software items supplied as per Scope of Work. The bidder has to submit installation certificates/reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- c. 10% remaining payment will be made after successful functioning of Hardware for the period of three months, however after submitting Bank guarantee of same amount, valid for period of three months, balance payment will be made.
- d. Bank will not pay any amount in advance. Payment shall be released within 30 working days after submission of all relevant documents found in order by the Bank as per RFP.
- e. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any. The Successful Bidders has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.
- f. Successful bidder will be responsible for removing all the data and software from the old hardware by degaussing or physical destruction of the system, at no extra cost to the Bank.

**B) Payment Terms for Onsite Resource:**

Payment of onsite resource shall be made on quarterly basis in arrears after deduction for absence of onsite resource in appropriation.

**18.3 Fixed Price and Taxes**

(A) The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in applicable taxes customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other Tax being applicable after placement of order, during currency of the project only.

(B) Taxes:

1- The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

2- In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services, the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers,

without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

### 3- Goods and Services Taxes (GST) and its Compliance

- i. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- ii. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- iii. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITC) to the Bank by way of commensurate reduction in the prices under the GST Law.
- iv. If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

4- Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

### **18.4 Warranty Period:**

The Desktop PCs shall be under on-site comprehensive warranty for a period of three years, from the date of successful installation at the respective locations. Please note that the warranty will start only after *complete* and *successful installation* of equipment at the respective locations. The delivery and installations sign off/certificates from respective locations shall be considered in this regard.

#### **18.4.1 Scope Involved During Warranty**

During the period of contract up to completion of Warranty the bidder shall perform the following:

1. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed / configured by the successful bidder during Warranty.
2. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty at no extra cost to the Bank.
3. Provide Desktop PCs spare parts/services, as and when required, and complete maintenance of the Desktop PCs during warranty period.

4. The support shall be given in person or through telephone, letter and E-mail within a time mentioned in the SLA.
5. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
6. The bidder shall provide centralized complaint booking facility to the Bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be through onsite support resource, E-mail, Toll-free no, on line portal, web, etc.
7. Escalation matrix should be provided for support, technical, project, etc. as per Annexure-15.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace faulty parts/components at the installed locations, with no addition cost to Bank. The bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support offices across the country. (Annexure-17)

Successful bidder will be liable to replace the whole unit during the warranty period in case of following:

- The Unit is not repairable.
- The Unit is repaired 4 times or more during the warranty period, for faults in main parts like motherboard, Memory, Monitor, Fan, Hard disk, SMPS.
- The Unit is repaired with inferior spares.

Warranty should not become void if Uttar Bihar Gramin Bank buys any other supplemental hardware from third party and install it with/in these Desktop PCs in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware items installed by Bank.

### **18.5 Onsite Resource**

Successful Bidder(s) shall provide at least 1 technical expert (L1) onsite resources at Bank office, Muzaffarpur as per requirement. The support personals are required to be present from 10 am to 5.30 pm on all bank's working days. However, in case of need or emergency situation it may be extended on holidays also.

The onsite resource services will be for warranty period of three years. It is the responsibility of the onsite resources to co-ordinate, manage Delivery, installation, invoicing of the order Desktop PCs and lodge calls for hardware issues and follow up for resolution of the issues.

### **18.6 Insurance**

The Desktop PCs supplied under the RFP shall be fully insured by the successful bidder against loss or damage incidental to manufacture or acquisition, transportation, storage,

delivery and installation. The insurance shall be obtained by the Bidder naming Uttar Bihar Gramin Bank as the beneficiary, for an amount Equal to 110% of the invoiced value of the goods on “all risks” basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank’s premises.

Should any loss or damage occur, the selected Bidder shall: -

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

### **18.7 Penalty**

Penalty of 0.5 % per week or part thereof on late delivered and installed Desktop PCs at particular location will be levied to the extent of 10% of the total cost of items pertaining for that location. However, Penalty will not be levied for reasons solely attributable to the Bank. In case site is not ready, Bank will not charge penalty for that location and period.

In case of any dispute, at any stage, the same shall be settled as per terms and conditions stipulated in the RFP. If the same is not settled as per terms and conditions stipulated in the RFP, either party may refer the dispute to arbitration as provided herein.

## **19. Service Level Agreement**

SLA with Bank is to be executed within 21 days from date of acceptance of PO for all the supplied Desktops. Details are below:

The Bidder will take total responsibility for the fault free operation and maintenance of the Desktop PCs during the period of warranty.

Penalty for downtime/non-working of PC after logging of call desktop PCs is as below:

Sr.	Location	Resolution Time	Penalty for delay for Desktop PCs (In Rs) Including taxes
1	Metro/Urban Location	Within 8 working Hours	100 per day
2	Semi Urban Area	Within One Business Day	100 per day
3	Rural Area	Within Two Business Day	100 per day

Ex – Assuming all the six days are working days in a week, if the call for non-working of desktop is lodged on Monday at 10 AM, in metro and urban location same should be attended on same working day. If it is delayed and attended on Friday [After 5 days of call lodging] ₹500 will be levied per call lodged PC. The quarterly accumulated penalty amount Bank as a whole will be claimed by Bank and Bidder will have to pay the amount by any one of the mode like

DD, RTGS/NEFT. If bidder fails to pay the penalty amount, accumulated penalty amount will be recovered by invoking PBG.

The upper cap for the above penalty will be 10% of Hardware value of faulty hardware, including taxes during the warranty. This penalty will be over and above the penalty specified for delay in delivery/installation specified in the clause 18.7 of this RFP.

The successful bidder has to ensure on-site support (without any extra cost) for resolving all hardware equipment related issues, during warranty period.

During the warranty the bidder should undertake to provide free maintenance service which will include repair, replacement and maintenance of Desktop PCs.

## **20. Order Cancellation**

1. If the bidder fails to deliver and / or install the Desktop PCs within time schedule of 6 weeks or the extended date communicated by the Bank, it would be considered as a breach of contract. Bank reserves the right to cancel the purchase order or entire contract in all such cases of breach of contract by giving 30days' notice.
2. Serious discrepancy in hardware noticed.

In addition to the cancellation of purchase order, Uttar Bihar Gramin Bank reserves the right to appropriate the damages from the Bid Security /Performance Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the supplier against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, failure to fulfill the contractual obligations of the Purchase order etc., Bank may debar/blacklist the successful bidder from participating in future tender processes.

Bank reserve the right to inform IBA/ other banks for blacklisting the Service Provider in case of default in service or delay leading to financial or reputation loss, loss of time of the bank.

## **21. Indemnity**

1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
  - i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
  - ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or

- iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- iv. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
- vi. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- i. Notifies the Bidder in writing; and
- ii. Cooperates with the Bidder in the defense and settlement of the claims.

3. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.

4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:

- i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
- ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
  - a. The Bidder has sole control of the defense and all related settlement negotiations.
  - b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

5. Indemnity would be limited to damages awarded in arbitration and shall exclude indirect, and incidental damages. However, indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

## **22. Liquidated Damages**

1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.
2. The Liquidated Damages (LD) shall be a sum equivalent to 0.5 % of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or invocation of Bank guarantee. In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

## **23. Confidentiality & Non – Disclosure**

The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank and are governed by the outsourcing policy of the Bank.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.

No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.

As the bidder is providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.

The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.

The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

## **24. Guarantee on software license**

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation. Software supplied should not have any embedded malicious and virus programs.

## **25. Force Majeure**

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

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

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

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

## **26. Resolution of Disputes**

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Sole Arbitrator to be appointed by Uttar Bihar Gramin Bank, upon after issuance of 15(fifteen) days’ notice in writing to the other party clearly stated therein the specific dispute/s. The Arbitration proceedings conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended up to date or any other legislation for the time being in force. The place and seat of Arbitration shall be in Muzaffarpur and shall be conducted in English language. Further parties shall equally bear the costs, fee, etc of Sole Arbitrator.



Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.

This RFP shall be governed and construed in accordance with the laws of India. The courts of Muzaffarpur alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

## **27. Format of the Letter of undertaking of Authenticity to be submitted by the Bidder**

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

“We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the Purchase Order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of PO or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

## **28. Independent Contractor**

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank’s business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall

not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA(Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank

## **29. Assignment**

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with Bidder for any reason whatsoever;(iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

## **30. Execution of Contract, SLA and NDA**

The bidder and Bank should execute

- i. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
- ii. Non-disclosure Agreement.
- iii. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.

## **31. Bidder's liability**

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights (if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be

liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

### **32. Information Ownership**

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful 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 or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors 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 or existing at any Bank location.

### **33. Inspection, Audit, Review, Monitoring & Visitations**

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement /purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include: -

a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit

trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

b) Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.

c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.

d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.

Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

### **Monitoring**

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

### **Visitations**

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

## **34. Intellectual Property Rights**

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and

derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. The Bidder represents that a separate agreement is required to be entered into by the Bank with Third-party Bidders either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

## 35. Termination

**1.Termination for Default:** The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- (a) If the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- (b) If the Successful Bidder fails to perform any other obligation(s) under the contract.
- (c) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public 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 a contract to the detriment of the Bank, and includes collusive practice among Bidders ( prior to 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.

**2.** In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceeds 10% of the contract value.

3. In case the contract is terminated then all undisputed payment will be given to bidder, but disputed payment shall be adjusted by way of penalty from invoices or PBG.

**4. Termination for Insolvency:** If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, 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. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

**5. Termination – Key Terms & Conditions:** The Bank reserves the right to terminate the agreement with the Bidder / bidder at any time by giving ninety (90) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder.

- (a) has a winding up order made against it; or
- (b) has a receiver appointed over all or substantial assets; or
- (c) is or becomes unable to pay its debts as they become due; or
- (d) enters into any arrangement or composition with or for the benefit of its creditors; or
- (e) Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank.

**6. Exit Option and Contract Re-Negotiation:**

- (a) 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 successful bidder to furnish the Performance Guarantee within 21 days of receipt of purchase contract;
  - ii. Delay in delivery, performance or implementation of the solution beyond the specified period;
  - iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)
- (b) 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.
- (c) 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 RFP 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.

- (d) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. 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.

### **36. Privacy and security safeguards**

- i. 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 or existing at any Bank location. The Bidder will have to 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 will have to 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 or existing at any Bank location.
- ii. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Bidder hereby agrees that they will preserve the documents.

### **37. Governing Law and Jurisdiction**

The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Muzaffarpur.

#### **Statutory and Regulatory Requirements**

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall

supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

### **38. Compliance with Laws**

1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with 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 scope of work 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.
2. Compliance in obtaining approvals/permissions/licenses: 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 the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.
3. This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

### **39. Violation of terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.



#### **40. 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 offer submission) designed to establish offer 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.

All necessary compliances relating to the transaction such as disclosure in in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier.

This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

#### **41. Publicity**

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

#### **42. Entire Agreement; Amendments**

This Agreement sets forth the entire agreement between the Bank and the Successful bidder and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

#### **43. Survival and Severability**

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

#### **44. Bidding Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

#### **45. Amendments to Bidding Documents**

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be **either uploaded in the website** or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose, bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

#### **46. Period of Validity**

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

#### **47. Last Date and Time for Submission of Bids**

Bids must be submitted not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

#### **48. Late Bids**

Any bid received/submitted after the deadline for submission of bids will be rejected.

#### **49. Modifications and/or Withdrawal of Bids**

- a) Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- b) No bid will be modified after the deadline for submission of bids.
- c) No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

## 50. Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

## 51. Bank's Right to Accept or Reject Any Bid or All Bids

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank's action.

## 52. Signing Of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 30 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

## 53. Check list for submission

Sr	Particulars	Bidders Yes/No	Remark
1	Certificate of incorporation		
2	Audited Balance sheets of last three years 2017-18 , 2018-19, 2019-20		
3	CA certificate for three years average turn over for financial years 2017-18 , 2018-19, 2019-20		
4	CA certificate for operating profit for last three financial years 2017-18 , 2018-19, 2019-20		
5	CA certificate for net worth for last three financial years i.e 2017-18 , 2018-19, 2019-20		
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head		
8	Self-declaration on Company's letter head should not have been blacklisted/debarred/		
9	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises		
10	Self-declaration on Company's letter head • NPA • Any case pending		
11	Document Cost		
12	Bid Security		
13	Documentary proof for single/multiple order of Minimum 10 Crore for supply of IT Hardware in last two years		
14	Certificate of ISO 9001:2015		
15	Annexure-1A Technical Specification of Desktop with Intel Processor With Monitor		

16	Annexure-1B Conformity Letter	
17	Annexure-1C Undertaking Letter	
18	Annexure-1 D Certificate from the statutory auditor or cost auditor of the company for verification of local content.	
19	Annexure-2 A Masked Commercial Bid along with technical bid	
20	Annexure-2 B Commercial Bid	
21	Annexure-3 Reverse auction Process on company letter head	
22	Annexure-4 Bidder's Information on company letter head	
23	Annexure-5 Details of minimum 18 Service support centers on company letter head	
24	Annexure-6 Performance statement on company letter head	
25	Annexure-7 Letter to be submitted by bidder along with bid documents on company letter head	
26	Annexure-8A Scope of Work for Desktop PCs on company letter head	
27	Annexure-9 Undertaking of Authenticity for Supply, Installation and Maintenance of Desktop PCs/ on company letter head	
28	Annexure-10 Undertaking Letter on company letter head	
29	Annexure-11 MAF on company letter head	
30	Annexure-12 Integrity Pact	
31	Annexure-13 Non-Disclosure Agreement	
32	Annexure-14 Format for Performance Bank Guarantee	
33	Annexure 15 Escalation Matrix	
34	Annexure-16 Bid Security (Bank Guarantee Format)	
35	Annexure-17 Undertaking for sufficient quantity of spares on Company letter head	
36	Annexure-18 Guidelines on banning of business dealing	

(General Manager IT)  
 Uttar Bihar Gramin Bank

## Annexure-1 Technical Specifications of Hardware Items

### Annexure-1A Technical Specification of Desktop with Intel/AMD Processor with Monitor

Sr.	Component	Minimum Requirement	Your Offer	Deviations, if any
1	Make	Must be specified		
2	Model	Must be specified		
3	Processor	Intel® Core™ i3-Processors(3.6 GHz, 6 MB cache)10 <sup>th</sup> generation or Higher		
4	Chipset	Intel Q470		
5	Motherboard	OEM motherboard should have the following features: <ul style="list-style-type: none"> <li>• Minimum 2 Free PCI or PCIe slots</li> <li>• Compatible with CPU &amp; RAM</li> <li>• OEM logo should be embossed on Motherboard</li> </ul>		
6	System Memory	8 GB DDR4 or higher with minimum 2133 MHz , RAM upgradeable up to 32 GB or higher with minimum 2 DIMM slots		
7	HDD	512 GB SSD		
8	Ports	1 serial, 1 parallel, 6 USB port with minimum 3 high speed USB 3.0, VGA, Universal Audio Jack		
9	Graphics	Intel HD Graphics/HD 7000 Series or higher		
10	Audio	Integrated Audio Controller		
11	Monitor	18.5 Or higher “LCD/LED OEM color monitor with resolution 1366x768 or higher, minimum 60Hz refresh rate, Energy Star 5.0 /TCO 08 or higher, adjustable stand with tilt adjustment only -5° /22° (front/back). Monitor should be OEM Make		
12	Keyboard	104 Keys, heavy duty keyboard, having key life of 20 million keystrokes (Same Make and Color as base PC). Keyboard should be OEM make		
13	Mouse	2 button Optical scroll Mouse with mouse pad. Mouse should be OEM make		
14	Power Supply	250 watts ACPI compliant or more SMPS, should be capable to support fully configured PC. Power efficiency 85% and above		
15	BIOS	Flash Bios		
16	Ethernet Port	Embedded Auto Sensing gigabit LAN		
17	Operating System	Microsoft Windows 10 Pro license with latest build , The system should be provided with Professional (64 bit) Bootable CD or	Mention OS build	

Uttar Bihar Gramin Bank- Tender No. HO/IT/14/2021-22/50  
*RFP for Supply, installation, support and Maintenance of Desktop Personal Computers*

		pen drive , Drivers , recovery CD or pendrive		
18	Security	Hardware /Firmware TPM 2.0, Power –On Password, Memory Change Alert functionality with Pad lock		
19	Manageability	DMI 2.0 compliant		
20	Compliance	OEM - ISO 9001:2015		
21	Power Management & Environmental standards	Energy Star 5.0 compliant, Hard disk and system idle Mode in, Power On, Setup Password, Power Supply Surge protected, EPEAT- Certified ,		
22	Warranty	3 years comprehensive onsite warranty		

**Annexure-1B**

**Conformity Letter**

Proforma of letter to be given by all the vendors participating in the Supply, Installation Support and Maintenance of Hardware on their official letter-head

To

Date:

General Manager (IT),  
Head Office Sharma Complex  
Kalambagh Chowk  
Muzaffarpur-842001

**Sir,**

**Sub:Tender No HO/IT/13/2020-21/ Supply, installation, support and Maintenance of Desktop Personal Computers (PCs).**

Further to our proposal dated XXXXXXXX, in response to the RFP document (hereinafter referred to as “**RFP DOCUMENT**”) issued by Uttar Bihar Gramin Bank(“**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 document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory  
Designation  
Vendor’s corporate name

### **Annexure-1C Undertaking letter**

Proforma of letter to be given by all the vendors participating in the **Supply, Installation Support and Maintenance of Desktop Personal Computers RFP** on their official letter-head

To

Date:

General Manager (IT),  
Head Office Sharma Complex  
Kalambagh Chowk  
Muzaffarpur-842001

**Sir,**

**Sub Tender No HO/IT/13/2020-21/ Supply, installation, support and Maintenance of Desktop Personal Computers (PCs) and**

We \_\_\_\_\_(bidder name), hereby undertake that-

- We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.

- We have not filed for bankruptcy in any country including India

- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

- We also confirm that we are not a NPA holder in any Bank/Financial Institution.

- We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

Yours faithfully,

Authorized Signatory  
Designation  
Bidder corporate name



**ANNEXURE – 1 D**

**<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, on their letter head with Registration Number with seal.>**

Date :

To,

-----  
-----  
-----

Dear Sir,

Ref : RFP No

This is to certify that proposed \_\_\_\_\_ <product details> is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor  
Cost Auditor  
Name/Company  
Registration Number  
Seal

Counter-signed:

**Bidder**

**OEM**

**Name & Signature of authorised signatory**  
(In the capacity of)  
Duly authorized to sign bid

**Name & Signature of authorised signatory**  
(In the capacity of)  
Duly authorized to sign for and on behalf of  
OEM(supported by Board Resolution/POA)

## Annexure-2 Commercial Bid

### Amount in Indian Rupee Excluding Taxes

Sr	Particulars	Units (A)	Unit Cost (B)			Total Cost C = A*B
			1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	
1	1A- Desktop with Intel processor & Monitor– with three years warranty	2600				V
2	Onsite Resource during contract period	1				W
<b>Total Cost Of Ownership (TCO) T= V+W</b>						

\*Please note that the “Number of Units” mentioned above are indicative and may vary at the time of issuing of purchase order. Bank shall provide the quantity, address and contact details for delivery of Desktop while issuing the purchase order.

### AMC Commercial Schedule (After 3 years Warranty Period)

S. No.	Particulars	Quantity(A)	1 <sup>st</sup> Year AMC Cost in Percentage(%)	2 <sup>nd</sup> Year AMC Cost in Percentage(%)	Total Value in INR
1	Annual Maintenance Contract(Comprehensive)	2600			
<b>Grand Total Value in INR</b>					

Note: The above mentioned schedule is for AMC after completion of 3 years’ warranty period. Bidder has to quote AMC percentage in the above table. Bank has finalized the minimum threshold percentage is @2% AMC for this contract. Nobody can quote below the threshold limit. It is under Bank discretion to go for AMC with the vendor after completion of 3-year warranty period.

**Signature of the bidder with Seal**

### **Annexure-3 Guidelines, Terms & Conditions and Process Flow for Reverse Auction**

#### **Business Rules for Reverse Auction**

1. For the purpose of arriving at Start Bid price, the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would, however, be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may, at its discretion, use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

#### ***Reverse Auction Event Information***

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

**Date for Reverse Auction training:** Will be informed after Technical Evaluation of bids.

**Date and time of reverse auction:** Will be informed after Technical Evaluation of bids.

#### **Terms & Conditions of Reverse Auction**

1. **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. **LOG IN NAME & PASSWORD:** Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. **BIDS PLACED BY BIDDER:** The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. **LOWEST BID OF BIDDER:** In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
5. **AUCTION TYPE:** The Bidders will not be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.

6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
  - Leading Bid in the Auction
  - Bid placed by You
  - Auction Opening price and bid decremental value
  - Your rank in the auction
  
7. **MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Uttar Bihar Gramin Bank with the original names displayed.
  
8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms and Conditions” section of the auctions site of the agency concerned, using the Login IDs and passwords given to them.
  
9. **OTHER TERMS & CONDITIONS:**
  - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
  - The Bidder shall not divulge either his Bids or any other exclusive details of Uttar Bihar Gramin Bank to any other party.
  - Uttar Bihar Gramin Bank decision on award of Contract shall be final and binding on all the Bidders.
  - Uttar Bihar Gramin Bank may, at its discretion and without assigning any reason extend, reschedule or cancel any Auction. Any changes made by Uttar Bihar Gramin Bank after the first posting will have to be accepted if the Bidder continues to access the site after that time.
  - Uttar Bihar Gramin Bank and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  - Uttar Bihar Gramin Bank and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
  - All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Uttar Bihar Gramin Bank. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

<b>Auction Format</b>	<b>ENGLISH REVERSE NO TIES AUCTION</b> There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L1 price at that point of time.
<b>Bidding Process and Timeline</b>	You should complete the following steps: Participate in the training Program for bidding by the agency appointed

	by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the bidding event.
<b>Start bid price</b>	Start bid price is the upper/ ceiling price of the contract value fixed by Uttar Bihar Gramin Bank for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
<b>Bid Decrement</b>	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
<b>Bid Price in reverse auction</b>	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
<b>Auto Bids</b>	Auto Bid function shall be disabled during the e- procurement auction
<b>Auction Duration</b>	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such unlimited extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
<b>Price Bid evaluation and award of purchase order</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <i>At the end of reverse auction process, LI of Reverse Auction will be identified.</i></li> <li><input type="checkbox"/> Uttar Bihar Gramin Bank reserves the right to reject any or all the bids without assigning any reason whatsoever.</li> </ul>

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

**Name**

**Designation**

**(REVERSE AUCTION PROCESS)**

To  
General Manager (IT),  
Head Office Sharma Complex  
Kalambagh Chowk  
Muzaffarpur-842001

Sub: Agreement to the Bidding Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of Uttar Bihar Gramin Bank for **Supply, installation, support and Maintenance of Desktop Personal Computers (PCs)**

This letter is to confirm that:

The undersigned is authorized representative of the company.

We confirm that we have changed our password after first login.

We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBI and confirm our agreement to them.

We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We confirm that CBI and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.

We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Uttar Bihar Gramin Bank or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

I/we do understand that the agency may bid on behalf of other bidders as well in case of above-mentioned exigencies.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –Sign this document and Fax it to the agency.

**DECLARATION by the BIDDER**

We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the RFP for **Supply, installation and Maintenance of Desktop Personal Computers (PCs)**

Seal of the Bidder

Signature of Bidder

**(REVERSE AUCTION PROCESS)**

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To  
The General Manager -IT,  
General Manager (IT),  
Head Office Sharma Complex  
Kalambagh Chowk  
Muzaffarpur-842001

Sir,

We refer to our bid for your RFP No. Ref No. \_\_\_\_\_ dated \_\_\_\_\_ for **Supply, installation, support and Maintenance of Desktop Personal Computers (PCs)** . We, \_\_\_\_\_ (Company) hereby undertake to indemnify Uttar Bihar Gramin Bank and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of The Bank's right to indemnification and shall affect the Bidder's indemnification obligations only to the extent that the Bidder's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank. If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,  
(Authorized signatory and company stamp)

\_\_\_\_\_  
Full name and Designation of authorized signatory

Date:

**Annexure-4 Bidder's Information**

<b>Sr.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of bidder	
2.	Constitution	
3.	Address	
4.	Authorized Person for bid	
5.	Contact Details	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware items	
8.	Turnover ( In Rs) 2017-18: 2018-19: 2019-20: (submit audited B/S for last 3 years)	
9.	Profit ( In Rs) 2017-18: 2018-19: 2019-20: (submit audited P/L for last 3 years)	
10.	Whether OEM or authorized distributor	
11.	Number of service outlets across India	
12.	Whether all RFP terms & conditions complied with.	

**Signature:**

**Name:-**

**Designation:-**

**Seal of company:**

**Date:**





## Annexure-6 Proforma for performance statement

(For a period of last 3 years)

**Name of Firm:**

Order placed by Full address of purchaser	Order No and date	Description and quantity of ordered hardware items	Date of completion	Name & No of Contact person

**Signature**

**Name**

**Designation**

**Company Seal**

**Date**

**Annexure-7 Letter to be submitted by bidder along with bid documents**

To  
General Manager (IT),  
Head Office Sharma Complex  
Kalambagh Chowk  
Muzaffarpur-842001

Sir,

**Reg: Our bid for Supply, Installation, Support and Maintenance Desktop Personal Computers (PCs) by the bank.**

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that hardware supplied shall not be End of Support (EOS) from the last date of supply /installation.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specifications of Desktop PCs as per Annexure-1		
Scope of Work as Per Annexure-8		

(If left blank it will be construed that there is no deviation from the specifications given above)

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 2021

Date

Signature with seal  
Name  
Designation

## Annexure-8 Scope of Work

### RFP for Supply, Installation and Maintenance of Desktop PCs

Ref:-HO/IT/13/2020-21/

#### Annexure-8A Scope of Work for Desktop PCs

Sr	Broad Scope of Work	Compliance (Yes/No)
1	The Scope of the work is for Supply, Installation and Maintenance of Desktop PCs as per specification mentioned in Annexure 1A, 1B and quantity detailed under Annexure-2 and elsewhere in the document.	
2	The Bidder should maintain the system during warranty period During the warranty period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts and labor from the date of acceptance of the PCs by Uttar Bihar Gramin Bank at the respective locations i.e. onsite comprehensive warranty.	
3	The Bidder shall deliver Desktop PCs with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.	
7	Bank shall provide the required tools/drivers/Applications to be install in the PCs. Successful bidder shall Installation /Configuration all tools/drivers/Application before delivery of the PCs at the locations.	
9	The Bidder has to follow the guidelines of the Bank such as providing "HOST NAME", "Updating Antivirus definition", Joining with Bank's Domain policy etc., as per the Bank's policy during the installation process.	
10	The Bidder shall provide service/support from 10 am to 5.30 pm on all Bank's working day for Branches / Offices with maximum resolution/response time specified in the RFP	
14	Making necessary configuration required for working of Finacle and Biometric device installation and ensure functioning of CBS application	
17	Installation/reinstallation of Operating System after formatting of the Desktop PCs due to any reason whatsoever during warranty shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation/ or reinstallation bidder has to complete the activity and /or install the software mentioned in Scope of Work.	
19	Replacement of existing PCs should be done with minimum disturbance to the Branches/Offices so as to ensure smooth functioning of the Branch/Office during the replacement process.	
24	Successful bidders have to provide at least one onsite support engineer Bank Head Office, Muzaffarpur, premises who will be responsible to co-ordinate to manage Delivery, installation, invoicing of the ordered hardware, call logging and communications, maintain all the inventory details of hardware items	

Uttar Bihar Gramin Bank- Tender No. HO/IT/14/2021-22/50  
*RFP for Supply, installation, support and Maintenance of Desktop Personal Computers*

	supplied as per Banks required format, Bank Branch/offices will log the call through SPOC by mail or telephone. It is responsibility of the Onsite person to assign ticket number and log the call at respective OEM and follow up for the resolution of the problem.	
25	The onsite persons shall provide service/support on all working days of Bank except national bank holidays (from 10.00 a.m. to 5.30 p.m.)	
28	The Bidder shall provide report for all the calls pending, attended and based on time period mentioned to resolve the call logged on monthly basis to the Bank. As per the report generated from the system, bank will levy the penalty mentioned in the RFP.	

**Date**

Signature with seal

Name/Designation

**Annexure-9 Undertaking of Authenticity for Supply, Installation and Maintenance of Desktop PCs**

SUB: RFP for Supply, Installation and Maintenance of Desktop PCs

Ref: **Tender No HO/IT/13/2020-21/ Supply, installation, support and Maintenance of Desktop Personal Computers (PCs)**

With reference to the Desktop PCs being supplied/quoted to your RFP Ref. no. cited above.

We hereby undertake that all the components/parts/assembly/software's used in the Desktop PCs under the above like Hard Fuser Assembly Units etc., shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Software if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Desktop PCs without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal  
Name  
Designation

## Annexure-10 Undertaking Letter

SUB: RFP for Supply, Installation and Maintenance of Desktop PCs

Ref: **Tender No HO/IT/13/2020-21/ Supply, installation, support and Maintenance of Desktop Personal Computers (PCs)**

1. We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
2. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
3. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
4. We here by confirm to undertake the ownership of the subject RFP.
5. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third-party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date

Signature with seal  
Name  
Designation

## Annexure-11 Manufacturer Authorization Form

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

To  
General Manager (IT),  
Head Office Sharma Complex  
Kalambagh Chowk  
Muzaffarpur-842001

Sir,

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

The model(s) / product(s) .....proposed in this contract is covered under 3 Years (3 Years Warranty ) onsite comprehensive support from the date of installation of product.

We hereby extend our warranty as per terms & conditions of the RFP and the agreement, for the equipment and services supplied/offered against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

We assure you that in the event of M/s ..... not being able to fulfill its obligation in respect of the warranty terms for the hardware supplied, as defined in the RFP, ..... (OEM Name) would continue to meet these warranty obligations on either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorized Signatory

Name:

designation

Phone No.

Fax

E-mail



## Annexure-12 Integrity Pact

Between

**Uttar Bihar Gramin Bank** hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s)/ contractor(s)**

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or

personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7) e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is attached as Annexure-18.

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor / Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He can report to the Chairman of UTTAR BIHAR GRAMIN BANK.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman of UTTAR BIHAR GRAMIN BANK within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman of UTTAR BIHAR GRAMIN BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman of UTTAR BIHAR GRAMIN BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word “**Monitor**” would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of UTTAR BIHAR GRAMIN BANK.

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Muzaffarpur.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)  
Place -----  
Date -----

(Office Seal)

Witness 1:  
(Name & Address)

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Witness 2:  
(Name & Address)

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

## **Annexure-13 Non-Disclosure Agreement**

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

### **BETWEEN**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

### **AND**

Uttar Bihar Gramin Bank, incorporated in India under the provision of the RRB Act-1976 and having its Head office at Kalambagh Chowk Muzaffarpur Bihar 842001, (hereinafter referred to as “**BANK**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

The Bidder and **BANK** are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

### **WHEREAS:**

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Purpose**”).

### **NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- 1. Confidential Information:** “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was

rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

- 1. Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

- 3. Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

- 4. Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

- 5. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No

license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Muzaffarpur.
10. **General:**The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:

**For and on behalf of**  
**UTTAR BIHAR GRAMIN BANK**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:



## Annexure-14 Performance Bank Guarantee

TO,

UTTAR BIHAR GRAMIN BANK  
MUZAFFARPUR  
-----

In consideration of Uttar Bihar Gramin Bank having Registered Office at Kalambagh Chowk Muzaffarpur (hereinafter referred to as “Purchaser”) having agreed to purchase computer hardware (hereinafter referred to as “Goods”) from M/s ----- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs------(Rupees-----only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

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

3) This Guarantee shall expire on -----; without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e ----- (this date should be date of expiry of Guarantee).

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

5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as

aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

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

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

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees----- only);
- ii) This Bank Guarantee shall be valid up to -----; 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).

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

Date this ----- day of ----- 2021 at -----

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

sd/- -----

## Annexure-15 Escalation Matrix

SUB: RFP for Supply, Installation and Maintenance of Desktop PCs, .

Ref: Your RFP **HO/IT/13/2020-21/**

Name of the Company

Delivery Related Issues:

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email Address
a		First Level Contact				
b		Second level contact (If response not received in 24hrs)				
c		Second level contact (If response not received in 24hrs)				
d		Country Head (If response not received in One week)				

Service Related Issues

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email Address
a		First Level Contact				
b		Second level contact (If response not received in 24hrs)				
c		Second level contact (If response not received in 24hrs)				
d		Country Head (If response not received in One week)				

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal  
**Name**  
**Designation**

## Annexure-16 Bid Security Format

To,

UTTAR BIHAR GRAMIN BANK,  
Muzaffarpur -842001

Dear Sir,

In response to your invitation to respond to your RFP for Supply, installation and Maintenance of Desktop Personal Computers (PCs) \_\_\_\_\_, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of \_\_\_\_\_ as listed in the RFP document.

Whereas the „Bidder“ has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ₹XX.00 lacs (Rupees XXX Lacs 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 Uttar Bihar Gramin Bank the said amount of Rupees Five 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 Uttar Bihar Gramin 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 ₹XX (Rupees XX Only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

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

Yours faithfully,

For and on behalf of \_\_\_\_\_  
Bank Authorised Official

**Annexure-17 Undertaking for sufficient quantity of spares**

To  
The General Manager-IT  
UTTAR BIHAR GRAMIN BANK  
Muzaffarpur

Sir,

**Reg:** Undertaking for sufficient quantity of spares

With reference to above, we hereby declare and state that, we shall maintain the sufficient quantity of spares for all the items supplied in the **Tender No HO/IT/13/2020-21/ Supply, installation, support and Maintenance of Desktop Personal Computers (PCs) and as stock during the warranty at our support offices across the country.**

Dated at \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ 2021

Date

Signature with seal  
Name  
Designation

## **Annexure-18 Guidelines on banning of business dealing**

- Sr. Contents
1. Introduction
  2. Scope
  3. Definitions
  4. Initiation of banning / suspension
  5. Suspension of business dealing
  6. Ground on which banning of business dealings can be initiated
  7. Banning of business dealings
  8. Removal from list of approved agencies –suppliers/contractors
  9. Show-cause notice
  10. Appeal against the competent authority
  11. Review of the decision by the competent authority
  12. Circulation of names of agencies with whom business dealings have been banned

### **1. Introduction**

1.1 UTTAR BIHAR GRAMIN BANK, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. UTTAR BIHAR GRAMIN BANK has also to safeguard its commercial interests. UTTAR BIHAR GRAMIN BANK deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of UTTAR BIHAR GRAMIN BANK to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on UTTAR BIHAR GRAMIN BANK to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### **2. Scope**

2.1 The General Conditions of Contract (GCC) of UTTAR BIHAR GRAMIN BANK generally provide that UTTAR BIHAR GRAMIN BANK reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (UTTAR BIHAR GRAMIN BANK) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors;

(ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units of UTTAR BIHAR GRAMIN BANK.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

### **3. Definitions**

In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) For Bank (entire UTTAR BIHAR GRAMIN BANK) wide Banning General Manager (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman, UTTAR BIHAR GRAMIN BANK shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, UTTAR BIHAR GRAMIN BANK General Manager (GAD) shall be the "Competent Authority". The Appeal against the Order passed by General Manager (GAD), shall lie with Chairman, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach UTTAR BIHAR GRAMIN BANK Board as Second Appellate Authority.

d) Chairman & Managing Director, UTTAR BIHAR GRAMIN BANK shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

### **4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on

their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

## **5. Suspension of Business Dealings**

5.1 If the conduct of any Agency dealing with UTTAR BIHAR GRAMIN BANK is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of UTTAR BIHAR GRAMIN BANK, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chairman along with the material available. If Chairman considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of UTTAR BIHAR GRAMIN BANK to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

- i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
- ii) Based on the complaint forwarded by General Manager or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of UTTAR BIHAR GRAMIN BANK to continue to deal with such agency, pending investigation, Vigilance Dept. may send such recommendation on the matter to General Manager to place it before the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by General Manager.
- iii) If General Manager GAD opines that it is a fit case for suspension, General Manager may pass necessary orders which shall be communicated to the foreign supplier.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time,



the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

#### **6. Ground on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or UTTAR BIHAR GRAMIN BANK, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of UTTAR BIHAR GRAMIN BANK without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (UTTAR BIHAR GRAMIN BANK) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (UTTAR BIHAR GRAMIN BANK) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (UTTAR BIHAR GRAMIN BANK) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Bank (UTTAR BIHAR GRAMIN BANK), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

#### **7 Banning of Business Dealings**

- 7.1 A decision to ban business dealings with any Agency should apply throughout the Bank.

#### **8 Removals from List of Approved Agencies - Suppliers / Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

### **9 Show-cause Notice**

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of UTTAR BIHAR GRAMIN BANK, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

### **10 Appeal against the Decision of the Competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

### **11 Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

### **12 Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government

Uttar Bihar Gramin Bank- Tender No. HO/IT/14/2021-22/50  
*RFP for Supply, installation, support and Maintenance of Desktop Personal Computers*

or any other Public Sector Enterprise, UTTAR BIHAR GRAMIN BANK may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

**\*\* END OF THE DOCUMENT \*\***