

उत्तर बिहार ग्रामीण बैंक
प्रधान कार्यालय, कलमबाग चौक,
मुजफ्फरपुर, बिहार, 842 001



Uttar Bihar Gramin Bank

HEAD OFFICE, KALAMBAGH CHOWK,
MUZAFFARPUR, BIHAR, 842 001

(Sponsored By :: Central Bank of India)

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REQUEST FOR PROPOSAL FOR SUPPLY AND INSTALLATION OF PRINTER (TVS MSP 455)

Uttar Bihar Gramin Bank invites offers for supply and installation of printer (TVS MSP 455) at various Regional Offices / Branches of the **Bank** located in the districts of Bihar State as described in this document from eligible, reputed manufacturers and/or their authorized dealers/agents of good track of providing after sales service, for supply & installation as given below:

S. No	Hardware	Tentative Quantity
1	TVS MSP 455 Printers	300

The details are given below:

Tender Reference	HO::GAD:2018-19:1016 dated 27th Dec 2018
Cost of Tender Copy	Rs 2000.00
Earnest Money Deposit	Rs. 2,00,000.00
Date of commencement of sale of tender document	27 th Dec , 2018
Last Date and Time for receipts of tender Offers	9 th Jan, 2019 at 3.30 PM
Address of Communication / Submission of Tender Documents	General Manager Uttar Bihar Gramin Bank Head Office, Sharma Complex, Kalamabgh Chowk, Muzaffarpur – 842001 001 (Bihar)
Contact Telephone Numbers	Phone : 07061082356

(Rajesh Kumar)
General Manager

DOWNLOADING OF TENDER DOCUMENT FROM WEBSITE

The tender document is available for download from the bank's website are required to pay the price of tender of an amount of **Rs.2000/-** as tender cost in the form of demand draft of nationalized bank favouring Uttar Bihar Gramin Bank payable at Muzaffarpur , while submission of their offer. If any Vendor fails to pay the tender cost, his offer will be rejected.

In case of any dispute/discrepancy, the physical version of the tender available with the bank will be final & binding on all who participate in the tender.

PROCESS OF TENDER

Bids received shall be opened in the presence of the representatives of the vendors who attend the opening of tender on the date and time specified above.

The Tender Process shall start in the following sequence:

I. ENVELOP- I

1. **Tender Cost: Rs.Two Thousand Only** (Non refundable) Should enclose Demand Draft of nationalized bank favouring Uttar Bihar Gramin Bank payable at Muzaffarpur.
2. **EMD: Rs. Two Lacs Only** Should enclose Demand Draft of nationalized bank favouring Uttar Bihar Gramin Bank payable at Muzaffarpur.

II. ENVELOP- II

1. **Technical Bid**

II. ENVELOP - III:

1. **Commercial Bid**

All the above **THREE sealed** envelopes should be enclosed in another big, single envelope

ELIGIBILITY CRITERIA

The following eligibility lay down by the Bank needs to be ensured / fulfilled by the applicants / vendors /suppliers before submitting their applications duly filled in.

The Bidder should have necessary registrations from GOI.

The bidders should be the authorized dealers of the Branded companies. They should submit necessary Certificate from the Company.

The Bidder Should be in the line of business of Supply, Installation of Printer at least for a period of **last three years** and the bidder should have supplied printers and scanners to public sector/private sector Banks/ Government Departments. They should submit Purchase Orders in support of their supplies for the last three years.

The Bidder should presently **not** be **banned / blacklisted** from dealing with the Government/Banks.

The bidders have to submit their audited financial statements for the **last three years**.

The minimum turnover should be **Rupees Two Crores** per year during last three financial years. The bidders have to submit their turnover statements for the last three years.

INSTRUCTIONS TO VENDORS

1. BID / OFFER SYSTEM

Bids/Offers (Tender Cost+ EMD+ Technical Bid + Commercial Bid) must be submitted in a single envelope/cover, super scribed “**Request for supply and installation of Printer TVS MSP 455**” giving:

Full address of the Bank given below
Vendors’ address with contact number & official email
Reference of the Tender Number & date

The envelope should be securely sealed and stamped.

Rejection of bid/offer: Offers received after the date and time specified for receiving the offers shall be rejected

3. ELIGIBILITY CRITERIA

Only the Vendors, who meet all the qualifications mentioned in Eligibility Criteria mentioned in this tender document, shall be eligible to finally participate in the tender.

4. TERMS AND CONDITIONS

The Terms and conditions for Vendors who participate in this tender are specified in the section named **Annexure –A**. These terms and conditions are binding on all the Vendors. These terms and conditions will also form part of the purchase order, to be issued to the successful Vendor/s on the outcome of the tender process.

5. PLACING OF ORDERS

Orders shall be placed with L-1 vendor for the whole lot of the requirement or in a staged manner as and when required and shall have to be supplied and installed / commissioned as per the terms & conditions specified here,

6. NON-TRANSFERABLE OFFER

This tender document is not transferable. Only the Vendor, who has downloaded the tender document, is entitled to quote/participate.

7. OFFER VALIDITY PERIOD

The Offer should hold good for a period of one year from the date of awarding the

contract / date of entering in to the agreement.

8. PROPOSAL OWNERSHIP

The proposal and all supporting documents submitted by the Vendor shall become the property of the Bank.

9. ADDRESS FOR COMMUNICATION

Offers should be addressed to the following officer at the address given below:

Uttar Bihar Gramin Bank
Head Office, Sharma Complex,
Kalamabgh Chowk,
Muzaffarpur – 842001 001 (Bihar)

10. MODIFICATION AND WITHDRAWAL OF OFFER

The Vendors will not be allowed to modify their offer once submitted. However, the Vendors are allowed to withdraw their offers at any time before the last date and time specified for receipt of offers. No offer can be withdrawn by a Vendor after the last date and time specified for submission of offers.

11. OPENING OF OFFERS

Offers received within the prescribed closing date and time will be opened in the presence of Vendors' representatives who choose to attend the opening of the offer on the date and time specified in this tender document or any other date which is convenient to the Bank and informed in Bank's website tender page. The Vendors' representatives present shall sign a register of attendance.

12. PRELIMINARY SCRUTINY

Offers from Vendors not meeting the qualification criteria shall be rejected.

The Bank will scrutinize the offers received to determine whether they are complete and as per tender requirement, whether any errors have been made in the offer and required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the tender requirements.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all Vendors and the Bank reserves the right for such waivers.

13. CLARIFICATION ON OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Vendors for clarifications on the offer made by them. The request for such clarifications and the Vendor response will necessarily be in writing/e-mail.

14. RATES QUOTED

The quoted prices should be INCLUSIVE of charges like packing/forwarding/freight/transit insurance, installation & commissioning for the equipment to be delivered, installed and commissioned at our specified installation site(s).

Note: Taxes will be extra.

15. DOCUMENTS

The documents to be submitted along with the tender and in following sequence:

- a) Tender Cost amount of Rs.2000/- (Non-Refundable) in the form of Demand Draft
- b) EMD amount – Demand Draft of Nationalized Bank payable at Uttar Bihar Gramin Bank Muzaffarpur .
- c) Annexure – B (Vendors Response / Acceptance Letter)
- d) Annexure – C (Vendors Particulars)
- e) Certificate of Registration copy.
- f) Authorization Certificate from OEM.
- g) Financial Statement/ Turnover Statement of Last 3 Years
- h) Experience documents / Purchase Orders Copies for supply of computer hardware of Last three years
- i) Tender form set duly signed on all pages accepting the conditions

16. SUBMISSION OF TECHNICAL DETAILS – VENDORS' RESPONSE

The vendor shall submit response in **Annexure-B** duly accepting all the terms & conditions and specifications for supply & installation.

All Annexure shall bear the full signature of the authorized officials with stamp, instead of initials.

17. ERASURES OR ALTERATIONS

The offers containing erasures or alterations shall not be considered. There should be no hand- written material, corrections or alterations in the offer. Technical details as asked for must be adhered to.

18. LOCATIONS OF INSTALLATION

The Head Office of the Bank is floating this tender for purchase of TVS MSP 455 Printers which shall be installed and commissioned/supported by the Vendor at various

locations of the Bank

Branches / Offices are spread across Araria, Madhepura, Supaul, Saharsa, Kishanganj, Katihar, Purnea, Madhubani, Darbhanga, Sitamarhi, Muzaffarpur, Vaishali, East Champaran, West Champaran, Gopalganj, Siwan , Saran, Sheohar district of Bihar.

The Bank reserves the right to make changes in the locations/quantity list given to the Vendor.

19. SHORT-LISTING OF VENDORS

The Bank shall prepare a shortlist of technically qualified Vendors based on the evaluation of the offers received and the performance evaluation of the hardware & software by Bank's Consultant. The Bank shall intimate the Vendors whose Offer is technically in line with the tender requirement.

20. RIGHT TO ALTER QUANTITIES & ISSUE OF PURCHASE ORDERS

The Bank reserves the right to alter the quantities specified while placing the order.

21. LIABILITIES OF THE BANK

This tender is not an offer by the Bank, but an invitation for Vendor responses. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Vendor.

22. PROPOSAL PROCESS MANAGEMENT

The Bank reserves the right to accept or reject any/all proposal/ to revise the tender, to request one or more re-submissions or clarifications from one or more Vendors, or to cancel the process in part or whole. No Vendor is obligated to respond to or to continue to respond to the tender. Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the tender, subsequent presentation and contract negotiation processes. The Bank reserves the right to cancel/alter the whole/part of the tender process at any stage before release of purchase orders.

ANNEXURE -A

TERMS & CONDITIONS

GENERAL GUIDELINES

1. OPENING THE TENDERS

The Bank shall open the tenders received on the date, time & place specified.

2. VALIDITY OF OFFER

The offer shall be valid for a period of one year from the date of awarding the contract, if the Bank chooses to place Purchase Order for any or some or the entire lot of equipment

3. OFFERS BY A THIRD-PARTY

The vendors are not permitted to authorize their dealers/distributor/stockiest etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. The Bank will summarily reject such requests and arrangements.

4. MATERIAL ALTERATIONS & AMBIGUOUS/UNQUANTIFIABLE COSTS

The offer should ensure that there are no cuttings, over-writing, and illegible or undecipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the Bank is final and binding on the offerer. Kindly ensure that ambiguous or unquantifiable costs/amounts are not included in the offer, which would disqualify the offer.

5. DUTIES

The quoted prices should be **inclusive** charges like packing/forwarding/freight/transit insurance, installation/commissioning etc., for the equipment to be delivered, installed and commissioned at our specified site(s)

6. EARNEST MONEY DEPOSIT FORFEITURE - PENALTY FOR DELAYS

In order to eliminate delays in the delivery schedules, it has been decided that Earnest Money Deposit (EMD) @ **Rs. 2, 00,000/- (Rupees Two Lacs only)** will be collected. No request from Vendors either for waiving the EMD or for recovery/retention of the EMD amount against future payments due to them or additional time for submission of the EMD will be entertained. The EMD would be returned to all unsuccessful bidders normally within 3Weeks after placing PO/LOI on the selected Vendors. No correspondence will be entertained on this account and the Bank's decision will be final and binding on all Vendors.

The bid security may be forfeited

- a) **If bidder withdraws it's Bid during the period of Bid Validity**
- b) **In case of Successful Bidder fails to accept the Purchase Order**
- c) **If vendor doesn't supply the goods in stipulated period**

d) If vendor fails to comply any terms of RFP or Purchase Order

7. SHORT-SHIPMENTS

No short-shipments are permitted. In the unlikely event of such short-shipments, the EMD would be forfeited automatically. Moreover, the vendors should invariably seek the written consent of the Bank, before dispatching the ordered equipment with some short-shipments. In the event of very important or critical equipment (in the view of the bank) getting short-shipped, no payment will be released till the short-shipped items are delivered (this is in addition to the forfeiture of the EMD).

8. DIVERSION OF EQUIPMENT

In the event of the Bank deciding to install the ordered equipment, either the entire lot or a part thereof, at a different location/Branch, the vendors will have to provide the documentation (invoices, delivery challans etc.) accordingly.

9. DELIVERY PERIOD

Printer should be supplied and installed in all the branches with in 3 (Three) Weeks from the date of Purchase Order.

Any delay will lead to cancellation of the LOI/PO itself..

10. PAYMENT TERMS

No advance amount will be paid along with the Purchase Order/Letter of Intent. Payment for hardware purchased at the Branch/site shall be made as per the under noted schedule (No representation will be entertained for releasing Ad-hoc payments, of any nature):

- | | |
|--|---------------------------------|
| a. Advances Payment with LOI/PO | : NIL |
| b. Against delivery and installation reports | : 90% of the total Cost |
| c. After completion of the warranty period | : 10% of the total cost. |

11. PRE- CONDITIONS BY VENDORS

Please note that any other terms and conditions whether implicitly or explicitly stated in any of the responses by the vendors will be ignored.

OTHER TERMS & CONDITIONS:

1. Indemnity

The Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Security System supplied by Vendor.

2. Limitation of Liability

The liability of the successful Vendor arising out of any penalty and/or damages (on account of non-performance or inadequate performance or deficiency of services or breach of contract), which are resulting from any actions and/or deficient services of the Vendor or its employees or agents or the Service Provider shall be up to an amount equivalent to 10% of the order value. However this limitation shall not be applicable for the damages / claims / costs / losses arising out of any infringement by the successful Vendor. The Vendor shall indemnify in full without any limitation, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any law pertaining to patent, trademarks, copyrights, etc., or such other statutory infringements in respect of all the hardware and software supplied and /or used by them for the purpose of fulfilling the contractual obligations or while rendering the necessary services specified in this tender/contract/scope of services.

3. Publicity

Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

4. Guarantee

Vendor should guarantee that the **Printers** delivered to the Bank are brand new, including all accessories. All hardware must be supplied with their original and complete printed documents.

5. Assurance

The Vendor should provide an assurance, by accepting the Order and by complying with same during execution, that the application /software/ other item that is being supplied is free of malware, free of any obvious bugs and free of any covert channels in the code of the version of the application, at the time of delivery of programs/codes/items as well during as any subsequent versions/modifications done to the supplied programs/codes.

6. Confidentiality

The Parties shall observe the strictest confidentiality in respect of all matters relating to the implementation of this tender. All the information under this tender will be treated as confidential and shall not be disclosed to any third party unless otherwise agreed by the non-disclosing party. Nothing in this tender shall however be deemed to prohibit disclosure of any confidential information required under law, under a court order or by any regulatory or governmental authority. The obligation to maintain secrecy shall survive the termination of the agreement.

7. Information Security

The Vendor shall represent and warrant that it has developed, implemented and will maintain

effective information security policies and procedures that include administrative, technical and physical safeguards designed to (1) ensure the security and confidentiality of confidential information provided to the Vendor hereunder, (2) protect against anticipated threats or hazards to the security or integrity of such confidential information; and (3) protect against unauthorized access or use of such confidential information. The Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of information does and will comply with all applicable privacy and data protection laws, as well as all other applicable regulations and directives.

The Vendor shall agree to notify the Bank within two (2) business days in writing of any discovery by the Vendor of any breach or suspected breach of the provisions of this Tender or any loss or unauthorized use, disclosure, acquisition of or access to any Bank's Confidential Information and/or bank's business systems of which the Vendor becomes aware. The Vendor shall promptly take all appropriate or legally required corrective actions, and shall cooperate fully with Bank in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach.

8. 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, i.e. 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, 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, the parties shall hold consultations with each other in an endeavour to find a solution to the problem.

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

9. Resolution of Disputes

The Bank and the Vendor 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 Vendor 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 two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Vendor. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties.

The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Muzaffarpur.

During the period of dispute each party shall continue its obligations under this tender.

10. Black listed / Financial disputes with Uttar Bihar Gramin Bank

Vendors who are black listed by any organization or Bank or those vendors having financial disputes with Bank are not eligible for participation in the tender process.

ANNEXURE -B

V E N D O R S ' R E S P O N S E

(Tender Offer Acceptance Letter (To be printed on Vendor's letter head))

Date: ___ / ___ /18

Your Offer Reference No. : _____

To,
General Manger
Uttar Bihar Gramin Bank
Head Office :: Muzaffarpur

Dear Sir,

Tender Ref. No:

Having examined the tender documents including all annexure, the receipt of which is hereby duly acknowledged. We, the undersigned, offer to supply and install TVS printer at various branches of the Bank in conformity with the said tender documents. We accept all the terms & conditions of this tender.

S. No	Parameter	Vendors' Response
1	We are agreeable to all the terms and conditions expressed by the Bank	
2	We are agreeable to the payment norms of the Bank.	
3	We are registered under GST Number .	
4	We are having a minimum 3 years of experience in this field having supplied Computer hardware to public sector/private sector Banks/ Government Departments	
5	We have the minimum turnover of Rupees 2 crores per year during last three financial years.	
6	We are agreeable to supply and install the hardware items within 3 weeks after receiving the purchase order	
7	We are agreeable to the penalty clause & EMD forfeiture clause expressed by bank.	

We agree to abide by this tender offer till One year from the date of opening of Offer or the date of agreement and our offer shall remain binding upon us.

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

We confirm that, we have **not** made any changes in the tender documents downloaded, except for filling in appropriate columns.

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

Dated this _____ day of _____ 2018

Signature: _____ (In the Capacity of) Name: ____

Email ID: _____

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

Contact No: _____

ANNEXURE – C**VENDOR S' PARTICULARS****RFP for Supply and Installation of Printer (TVS MSP 455)**

(PLEASE FILL UP ALL THE COLUMNS LEGIBLY)

S. No	Specifications	Particulars
1	Name of the Unit/Firm with full address with Telephone / Mobile/ FAX.Nos/Email Address etc.,	
	Administrative Office :	Email: Mobile:
	Factory Address:	
	Whether ISO certified / IBA/RBI/SBI/approved Unit (if so, enclose copy of relative certificate issued)	
2	CONSTITUTION (Enclose evidence like Certificate of Commencement of Business / memorandum of Articles of Association/ Partnership Deed Etc)	a) Proprietary /Partnership /Private/ Limited/ Public Ltd. Company/Co-op Society (Delete inapplicable)
		b) SSI Registration No./Trade License No.(Enclose Copy of Certificate) Date valid up to :_____/_____/_____
3	Year of Establishment/ Experience in line of activity: (Please see Form-I Eligibility criteria for category wise minimum length if experience required)	Year of establishment : _____ Experience in years of the Proprietor / partner / Director of the unit : _____ years

4	Name of the Proprietor/ Mg.Partner/Mg. Director etc	
5	Name and addresses of the Bankers / Phone Numbers	BANK: BRANCH : A/c No: IFS Code:
6	Whether registered for GST purposes (Mention No. & Date and furnish copies)	GST No:
7	Whether an Assesse of Income Tax (Enclose copies of IT Return for the last 3 years with all enclosures)	PAN No: _____ GSTIN No: _____
8	Annual Turnover for the last 3 years (Balance Sheets to be enclosed)	_____
9	Names of Institutions/ Govt, Agencies / Banks, reputed companies etc., to whom your unit is executing works and maintained their against the	You may submit EMPANELMENT LETTER/ AGREEMENT COPY
10	Were you removed / blacklisted at any time in any Bank / Govt. organization? If yes mention details	YES / NO _____

COMPLIANCE STATEMENT

Declaration :

We hereby undertake and agree by all the terms and conditions stipulated by the Bank in the **RFP**.

PLACE : _____

DATE : ____/____/2018

Stamp/Seal

Signature of the Authorized person
& Designation

ANNEXURE –D

FINANCIAL BID

RFP for Supply and Installation of Printer (TVS MSP 455)

To,
General Manger
Uttar Bihar Gramin Bank
Head Office :: Muzaffarpur

Sir,

I/We have read the RFP and fully understood the Specifications, Terms & Conditions and quote the rates for TVS Printer as required in the Tender No:

S. No	Specifications of Hard Ware Items	Unit Price in Rs
1	TVS MSP 455 Printer with One Year Onsite Warranty.	

*The rates quoted for above item is inclusive of charges like packing/forwarding /freight/ transit insurance, installation/commissioning etc.

Note: Taxes will be extra

We agree that:

- 1) Orders can be placed for individual items as per requirement at the contracted rate.
- 2) The items are to be supplied to the branches/offices spread over Bihar.
- 3) All other terms and conditions as set out in this tender document.

Date: ___/___/20___

Place: _____

Signature of the Authorized
Signatory

COMPANY SEAL