



બરોડા ગુજરાત ગ્રામીણ બેંક
BARODA GUJARAT GRAMIN BANK
(ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઓફ બરોડા દ્વારા પ્રાયોજિત)

RFP Reference No.: BGGB: HO: IT-CBS: 05: 75

Date: 05/09/2023

**Selection of Vendor for Comprehensive Annual Maintenance Contract (AMC) of
existing UPS**



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[A] Important Dates & Information:

The Bid shall be submitted on GeM portal.

S.N.	Particulars	Time / Date / Other Details
1.	Date of commencement of Bidding process (Issue of RFP)	05-09-2023
2.	Last date and time for receipt of Written queries/e-mail for clarification from Bidders	16-09-2023
3.	Last Date & Time for Bid submission	26-09-2023
4.	Date and Time for opening of Bid	26-09-2023
5.	Address for communication(Bank)	The General Manager, Baroda Gujarat Gramin Bank 3 rd & 4 th Floor, Suraj Plaza – I, Sayajigunj Vadodara – 390 005
7.	Earnest Money Deposit	₹ 60,000/- (Rupees Sixty Thousand only) Bank Name: Bank of Baroda A/C Number: 12430200000601 Branch: Alkapuri Vadodara IFSC : BARB0DBALKA Account Type : Current Account
8.	Security Deposit / Performance Bank Guarantee	Successful tenderer will have to give Security Deposit of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of Fixed Deposit of Baroda Gujarat Gramin Bank issued by any branch of Baroda Gujarat Gramin Bank for two years plus one month bearing applicable interest rate at the time of depositing or Submit Performance Bank Guarantee of same amount for two years plus one month.
9.	Contact person	Senior Manager (IT) , 990 99 99720



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[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. **Bank, BGGB** means “**Baroda Gujarat Gramin Bank**”.
2. **RFP** means this “**Request for Proposal document**”
3. **Recipient, Respondent, Vendor and Bidder** means “**Respondent to the RFP document**”.
4. **Tender** means “**RFP response documents prepared by the bidder and submitted to BGGB**”
5. **Proposal, Bid** means “**Response to the RFP Document**”
6. **Comprehensive AMC** means “**Comprehensive Annual Maintenance Contract**”



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(ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઑફ બરોડા દ્વારા પ્રાયોજિત)

1. Project & Objective

Baroda Gujarat Gramin Bank is one of the leading Regional Rural Banks framed under RRB Act 1976 & owed by Government of India, Government of Gujarat and Bank of Baroda with network of 496 branches/offices in 22 Districts i.e. Valsad, Navsari, The Dang, Tapi, Surat, Bharuch, Narmada, Chhota Udepur, Vadodara, Anand, Kheda, Panchmahal, Dahod, Mahisagar, Ahmedabad, Gandhinagar, Aravali, Sabarkantha, Mehsana, Patan, Banaskantha, Kutch of Gujarat.

Baroda Gujarat Gramin Bank desires to select and empanel a vendor for Comprehensive Annual Maintenance Contract (AMC) of existing UPS for its branches / offices located in Gujarat State. Requirement will be for the AMC of UPS System at the branches/offices will be needed immediately after finalization of vendor(s). Most of existing UPS are of make Numeric, BPE, Switching and Hitachi etc. having capacity of 2 KVA, 3 KVA, 5 KVA & 6 KVA. The Quantity of Existing UPS for AMC is approximately 400+ UPS; however quantity will be vary as per actual ground requirements. After completion of warranty period subsequently UPS will be brought under AMC.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Baroda Gujarat Gramin Bank ("the Bank") for Comprehensive Annual Maintenance Contract (AMC) of existing UPS at its Branches/ Administrative Offices.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the supply and services. The provision of the services and supply is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document.

1.1 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.2 For Respondent Only

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

1.3 Confidentiality

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

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

1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or



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information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.5 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.6 No Legal Relationship

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

1.7 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.8 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.9 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section "[A] Important Dates & Information: - 2. Last date and time for receipt of written queries/e-mail for clarification from Bidders".

1.10 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

2. RFP Response terms

2.1 Registration of RFP Response

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

2.2 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of 6 months from the RFP opening date.



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2.3 Empanelment period for selected vendor

The selected vendor after the evaluation process would be empanelled with the Bank for Comprehensive Annual Maintenance Contract (AMC) of existing UPS for a period of **Two years** from the date of empanelment.

2.4 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP on GeM.

The Respondent must communicate all queries / clarifications on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated to the RFP and will be published on Banks website under tenders and on GeM portal. However, the Bank will not answer any communication initiated by the Respondents later than date given in "[A] Important Dates-2. Last Date of Written Request for Clarifications".

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

2.5 Notification

The Bank will notify the Respondents on GeM as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected.

2.6 Disqualification

Any form of canvassing / lobbying / influence / query regarding short listing, status etc. will be a disqualification.

2.7 Language of Tender

The Tender prepared by the Vendor, as well as all correspondence and documents relating to the Tender exchanged by the Vendor and the Bank and supporting documents and printed literature shall be in English language only.

2.8 Formats of Bids

The vendors should use the formats prescribed by the Bank in the tender for submitting the bids. The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of similar projects.

2.9 Timeframe

The timeframe provided in point "[A] Important Dates & Information" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.



2.10 RFP Response Submission Details

IMPORTANT POINTS TO BE NOTED

- Only one submission of response to RFP by each Respondent will be permitted. In case of partnership / consortium, only one submission is permitted through the lead vendor or system integrator.
- All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- Unsigned responses would be treated as incomplete and are liable to be rejected.

2.11 Earnest Money Deposit

The vendors will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point “[A] Important Dates & Information - Earnest Money Deposit” module. The earnest money deposit is required to protect the Bank against the risk of Vendor’s conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only. Any bid not secured in accordance with the above will be rejected by Baroda Gujarat Gramin Bank as non-responsive.

The earnest money deposit of a vendor may be forfeited by the Bank if the vendor withdraws its bid during the bid validity period.

Unsuccessful Vendor’s who has not been empanelled - Earnest money deposit will be returned by the Bank within four weeks from closure of empanelment process.

Successful Empanelled Vendor’s – The empanelled vendor’s earnest money deposit will be returned by bank against the Security Deposit / Performance Bank Guarantee. The EMD of the successful empanelled vendor may be forfeited if the vendor fails to furnish Security Deposit / Performance Bank Guarantee within 15 days from the date of release of Purchase Orders(s) by the Bank for any reason whatsoever.

The Earnest Money Deposit will be forfeited if:

- ▶ The bidder withdraws his tender before processing of the same.
- ▶ The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” to be issued by the Bank
- ▶ The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this tender.
- ▶ The bidder violates any of the provisions of the terms and conditions of this RFP specification.

Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

MSME Bidder has to submit a “Bid Security Declaration” on their organization’s letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.



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2.12 Integrity Pact (IP)

Bidders responding to this RFP need to sign (Dully Signed and Stamped by Authorized Signatory on proper stamp paper) the Integrity Pact (IP) which will be also signed by Banks representative.

2.13 Commercial Bid

The commercial Bid must be submitted as per Annexure for all the items. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges like transportation, installation etc. including GST.

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. **The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the vendor.** The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.

3. Scope of work & delivery of service

1. Bidder should be capable of providing service to all existing working UPS specified under the Technical Specifications Annexure.
2. Vendor needs to have a co-ordination with the existing vendor for integrating with present system for the branches to function smoothly.
3. The Vendor has to maintain & repair the said UPS to keep it under working condition for normal usage.
4. There may be addition or deletion of UPS during the tenure of the contract. The firm must maintain an inventory of components.
5. Any UPS system that is reported to be down by 3 PM on a given day should be fully repaired before 9:30 AM the next working day. Any UPS reported down after 3 PM should be repaired by 12 PM of next working day.
6. If the UPS is not repaired within one working days after reporting the complaint, vendor has to provide stand by UPS from Second Working Day for smoothly functioning of branch/office and there after the machine can be repaired from outside at the risk and expense of the contractor firm. Standby UPS should be of same KVA capacity and specifications as original.
7. In case of selected Vendor fail to supply the stand by UPS or fails to repair existing UPS as mentioned in point no. 5 & 6 of this section after the logging of call/ incident, Bank will claim damages for not meeting the provision as follows:
 1. Third Day - ₹ 500/-
 2. Forth Day - ₹ 500/-
 3. Fifth Day - ₹ 500/-....So on ₹ 500/- each subsequent day up to the value new UPS of equivalent configuration as per Banks rate contract or Market rate whichever is higher.
8. Penalty amount so arrived will be directly deducted from the quarterly AMC charges payable by the bank at the end of each quarter. Delay Days will be calculated from the time the call is logged irrespective of Sunday / holiday. If amount of penalty exceeds the cost of value new UPS of equivalent configuration, Baroda Gujarat Gramin Bank reserves the right to cancel the entire order and also go ahead with the invoking of Bank Guarantee.



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9. If vendor fails to provide Routine Preventive Maintenance during the quarter interval, then penalty will be levied equal to AMC charges payable during that quarter.
10. It shall be obligatory on the part of the contractor to carry out repair / maintenance of UPS and peripherals under his direct supervision during the period of contract.
11. The contractor shall also be responsible for deployment of necessary staff for regular cleaning of all UPS using suitable cleaning materials and equipment. Each UPS under contract shall be cleaned once in a quarter on regular basis.
12. All the maintenance call will be registered with the vendor on phone / mobile or mail. The vendor will acknowledge each call with a unique incident / call number along with time which is to be used for reference in future.
13. The service report will be signed by concerned Branch Manager / Officer of branch / office and engineer of contractor and one copy will be given to Branch Manager / officer of branch / office and one copy will be submitted to Head / Regional Office after completion of every quarter.
14. The Vendor has to provide through its Trained Engineer employees,
 - A. Routine Preventive Maintenance by 4 (Four) visits in a year at every quarter interval on convenient day and time of the Bank.
 - B. Preventive maintenance will involve complete checkup of the UPS and Batteries.
 - C. The contract includes checking of Transformers, Voltage Stabilizer, Battery, Battery Spare Parts.
 - D. Vendor must give Battery replacement report if required.
 - E. Cleaning and servicing the UPS using dry vacuum air, brush and soft muslin cloths.
 - F. The vendor shall remove dust from UPS by vacuum cleaner carefully so that UPS is not damaged during Comprehensive Maintenance without fail. If any damage is caused while doing so, the part or equipment should be provided by the vendor.
 - G. Running of test program to check power backup.
 - H. Checking of power supply source for proper grounding and safety of UPS.
 - I. Checking of UPS Output voltage which should in standard range on Normal mode (GEB supply) or Battery Mode.
 - J. Ensuring that covers, screws, switches etc. of the UPS are firmly fastened.
 - K. Pilot batteries / cell checking during preventive maintenance.
 - L. 24 hours and 365 days a year Telephonic Technical support.
 - M. Attendance for breakdown of the system round the clock (i.e. 24 x 7 all 365 days).
15. **The contract includes consumables like Transformers, All Electronic printed circuit boards, Power devices viz. IGBT, Thyristor modules and Diode modules. Excluding Battery, Battery Spare Parts, Battery replacement or repair etc.**
16. The AMC is comprehensive i.e. no cost of parts replaced by contractor will be borne by Bank.
17. **The vendor is bound to replace necessary parts only by parts of certified quality. Contractor should maintain adequate spare parts at warehouse to comply with the minimum stipulated**



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downtime. In case of replacement the defective spare covered under this contract shall be vendor's property.

18. **It may be noted that availability of any parts, materials of UPS in market during the contract is responsibility to the vendor; bank will not replace any UPS due to non-availability of any parts, materials, non-repairable or Beyond Economic Repair (BER) etc.**
19. The service provider will be responsible for any mishap or accident or untoward incidence during the maintenance of machine which may occur due to negligence of the service engineer of the contractor firm.
20. Vendor will have to enter contract for AMC as per format specified in Annexure-J.

4. Evaluation Process

The competitive bids shall be submitted in two stages:

1. Eligibility cum Technical Bid
2. Commercial Bid

4.1 Eligibility cum Technical Bid

Eligibility criterion for the bidders is mentioned in Annexure Eligibility Criteria Compliance to this document. The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria. The Technical Proposal will be evaluated for technical suitability.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

Bidders who meet these criteria would only qualify as empanelled vendors. The bidders would also need to provide supporting documents for eligibility proof. All the credentials of the vendors necessarily need to be relevant to the INDIAN market.

4.2 Commercial Bid

The commercial quotes are required to be submitted at the time of tender submission by the vendors as per Annexure - Commercial Bid.

Commercial bids are invited from the vendors only one time. The rates approved will be valid for a period of 6 months from the date of letter of intent for approval for this RFP.

The RFP will be determined on the basis of the quality of service & bank's Technical Support and Service Requirement mentioned in this RFP, not on the lowest price only.

The lowest price evaluation will be done on basis of the net cost per unit or the total cost of all the items calculated. Net cost should include all other charges like insurance charges, installation charges, transportation etc. No hidden taxes and / or charges will be paid by bank.

The offer must be made in Indian Rupees only and the offer should include all applicable tax and charges.

The position of L1, L2 ... Ln will be arrived at by taking into account the total cost of ownership by all items or item wise as per annexure Commercial Bid.

If the L1 vendor defaults in service as per SLA, Bank will have the discretion to approach the L2 vendor. If L2 defaults in service, Bank will have the discretion to approach L3, same if L3 defaults then L4, L5, L6...Ln.

Provided the L2 service provider agrees to match the rate quoted by L1 service provider and agrees for all the



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terms and conditions. In case of L2 Service provider is not willing to match the L1 rates, the bank will call L3, L4 etc. service providers, in that order to step into the shoes of L1 service provider. In this regard, it will be sole discretion of the Bank.

Bank reserves right to review the performance of the successful vendors after completion of each six month and if not found satisfactory, Bank may cancel the contract or even float RFP for fresh empanelment of vendor altogether.

5. Terms and conditions

5.1 General

5.1.1 General Terms

5.1.1.1 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.

5.1.1.2 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.

5.1.1.3 The Bank expects that the vendor appointed and empanelled under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

5.1.1.4 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor responses would not be incorporated automatically in the tender document.

5.1.2 Rules for Responding to this RFP

5.1.2.1 All responses received after the due date/time as mentioned in “[A] Important Dates & Information - Last Date of Submission of RFP Response (Closing Date & Time)” would be considered late and would be liable to be rejected.

5.1.2.2 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of Six months after opening of the bids.

5.1.2.3 All bid responses would be deemed to be irrevocable offers/proposals from the vendor and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Unsigned responses would be treated as incomplete and are liable to be rejected.

5.1.2.4 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD with the Bank or to withdraw the bid and obtain the security provided.

5.1.2.5 It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow / permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

5.1.2.6 The vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

5.1.2.7 If related parties (as defined below) submit more than one bid then both/ all bids submitted by related parties are liable to be rejected at any stage at Bank’s discretion:

a) Bids submitted by holding company and its subsidiary



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- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by two or more partnership firms / LLPs having common partners
- d) Bids submitted by two or more companies in the same group of promoters / management
- e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.1.2.8 Authority to submit Bids - Only authorized personnel of the firm or organization shall sign the BID. The proposal must be accompanied with an undertaking letter of company / Firm (Bidder) as per format (Annexure), duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Necessary resolutions / authority / Power of Attorney available shall be enclosed.

The certified photocopy of Resolutions / Authority / Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

5.1.3 Price Bids

5.1.3.1 Price Bids will be invited by Bank from empanelled vendors only one time during the period of empanelment based on Bank's requirements.

5.1.3.2 The price bid should adhere to the following:

5.1.3.2.1 The vendor is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered.

5.1.3.2.2 The prices and other terms offered by vendors must be firm for an acceptance period of Six months from the opening of the commercial bid.

5.1.3.2.3 The prices quoted by the vendor shall be all inclusive, that is, inclusive of all taxes and Charges, inclusive of GST.

5.1.3.2.4 In case of any variation (upward or down ward) in Government levies/taxes etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax(s), etc. provided that the benefit or burden. If the Vendor 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.

5.1.3.2.5 Terms of payment as indicated in the Purchase Contract are final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor". Vendor should ensure that the project should not suffer for any reason.

5.1.3.2.6 The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor to the RFP and other documents circulated to the vendor and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the vendor.

5.1.3.2.7 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

5.1.3.3 The Bank will consider the Total Cost of Ownership (TCO) for each item or sum of all the items over



contract period.

5.1.4 Price Comparisons

5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, levies and charges etc including GST. There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor during the course of the contract. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 To determine L1 status, Bank will compute and compare the total cost of all items or item wise for all branches / offices involved, as quoted by the Empanelled Vendor who have qualified on the eligibility and technical specifications and hence short-listed by the Bank.

5.1.4.3 Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendor are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the empanelled vendor to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendor agree that they have no reservation or objection to the normalization process and all the empanelled vendor will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendor, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5.2 Performance Guarantee

5.2.1 The successful vendor shall provide a Performance Guarantee (PBG) within 15 days from the date of receipt of the rate contract order or signing of the contract whichever is earlier in the format as provided in Annexure for each module to the extent of 5% of the total rate contract order for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized bank / private bank of repute (e.g. HDFC, ICICI, AXIS etc.) only, other than Baroda Gujarat Gramin Bank. The successful bidder will have a provision at the end of the rate contract to provide an amendment to the submitted PBG in case the order placed is less than the total rate contract value.

5.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

5.2.3 The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

5.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the security deposit taken from the vendor, will be forfeited.

5.3 Others

5.3.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

5.3.2 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.

5.3.3 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendor. In the event the vendor is not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing



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5.3.4 The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

5.3.5 The Vendor shall represent that the hardware / Service provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the equipment and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.

5.3.6 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

5.3.7 The Bank and the vendor covenants and represents to the other Party the following:

5.3.7.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

5.3.7.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

5.3.7.3 The execution, delivery and performance under an Agreement by such Party will not violate or contravene any provision of its documents of incorporation;

5.3.7.4 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

5.3.7.5 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

5.3.8 The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

5.3.9 The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendor

5.3.10 The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.



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5.3.11 Vendor will have to maintain hardware components during the AMC period. In case equipment is taken away for repairs, the Vendor shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected. The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country.

5.3.12 The vendor's responsibility includes Transportation, forwarding and freight of all equipment to the site;

5.3.13 The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the RFP.

5.3.14 The Vendor must provide and quote for the product and services as desired by the Bank as mentioned in this RFP and subsequent requirement by the Bank. Any products / services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

5.4 Other RFP Requirements

5.4.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendor about changes, if any.

5.4.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on GeM and Bank's website.

5.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.

5.4.4 Vendor shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to GeM portal before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on GeM and Bank's website in the form of addendum to tender document; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.

5.4.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendor and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

5.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendor for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed module.

5.4.7 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

5.4.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

5.4.9 Price Discussion – It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted. The Bank also reserves the right to enter into price discussions with the OEMs of hardware and other components or the successful vendor.

5.4.10 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified as part of its



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requirement. The Bank also reserves the right to delete one or more items from the list of items specified as part of the requirement. The Bank will inform all Vendor about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities

5.4.11 Details of Sub-contracts, as applicable – If required by the Bank, vendor 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 vendor, the vendor shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the vendor to perform its obligations. The vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

5.4.12 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such vendor will not be short-listed for further evaluation. No further discussions shall be entertained with such vendor in respect of the subject bid.

5.4.13 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services and shall inform the Bank regarding such engagements of such assignments on regular basis. Neither this Tender nor the Vendor's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

5.4.14 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner.

5.5 Terms of Reference

5.5.1 Contract Commitment

The Bank intends that the empanelment, which is contemplated herein with the successful vendor, shall be for a period of TWO years from the date of letter of approval for this purpose.

5.5.2 Payment Terms

Head office/Regional Office will place the orders and delivery will be at our Branches / administrative offices across the country as per the orders placed. The successful vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

The vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendor must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank.

The payment will be released after end of each quarter.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by Head Office/Regional Office as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.



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The invoices for claiming the payment should be submitted along with the following documents:

AMC payment will be release after each quarter end after submission of invoice along with record of each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof & details of preventive maintenance activity.

Fall Clause

The price charged under the contract by Seller shall in no event exceed the lowest prices at which the Seller quote the price of identical description to any persons/Private Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period rate contract is completed.

If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such service to any person/private organization including the Buyer or any Dept. of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Bank and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

The Seller shall furnish the following certificate to the Paying Authority on letter head along with each bill for payment for supplies made against the Rate contract –

“We certify that there has been no reduction in sale price of the _____ of description identical to the _____ supplied to the Government under the contract herein and such _____ have not been offered/sold by me/us to any person/private organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of _____ categories under stipulation specified in rate contract details of which are given below: “

6. General Terms and Conditions

6.1 Dispute Resolution

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective managers/ directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager/director and vendor project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.



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6.2 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

6.3 Notices and other Communication

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 sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile / email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.4 Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

6.5 Assignment

The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise



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available to either party at law or in equity.

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- ▶ Relates to the Disclosing Party; and
- ▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- ▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.
- ▶ “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- ▶ Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- ▶ Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor is bound to maintain the confidentiality.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:



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- ▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment's provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- ▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
- ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration / evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- ▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
 - e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;



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- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

6.8 Termination

Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

However, the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

- ▶ Such breach is not cured within ninety (90) Working Days after Bank gives written notice; or
- ▶ if such breach is not of the type that could be cured within ninety (90) Days, failure by Vendor to provide Bank, within ninety (90) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- ▶ This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one



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day prior to the happening of the following events of default:

- ▶ The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- ▶ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- ▶ The other Party becomes the subject of a court order for its winding up.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this RFP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this RFP and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- ▶ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this RFP and subsequent Agreement:

- ▶ The rights granted to Vendor shall immediately terminate.
- ▶ Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- ▶ Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.9 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.

6.10 Solicitation of Employees

The vendor during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

6.11 Inspection of Records

All vendor records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts



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or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

6.12 Compliance with Laws

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP 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. Compliance with all applicable laws shall be limited to laws which are directly / indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the vendor.

Compliance in obtaining approvals/permissions/licenses: The vendor 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 the vendor.

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.13 Order Cancellation

The Bank will provide the selected vendor a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

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

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 10% of the purchase order value inclusive of all taxes, duties, levies etc.
- ▶ Failure of the vendor make good the situation within the remedy period
- ▶ The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise
- ▶ An attachment is levied or continues to be levied for a period of 7 days upon effects of the RFP.

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

6.14 Indemnity



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The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' 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:

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- ▶ an act or omission of the Vendor and/or its employees, agents, sub contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors
- ▶ 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 Vendor under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.

The Vendor shall at its own cost and expenses defend or settle at all point of time 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:

- ▶ notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- ▶ cooperates with the Vendor in the defence and settlement of the claims.

However, (i) the Vendor has sole control of the defence and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing equipment and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Vendor shall not be liable for defects or non-conformance resulting from:

- ▶ Hardware, interfacing, or supplies for the solution not approved by Vendor; or
- ▶ any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and



subsequent agreement by the Vendor.

6.15 Corrupt and Fraudulent Practices

6.15.1 As per Central Vigilance Commission (CVC) directives, it is required that Vendor / 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 vendor (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

6.15.3 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.

6.15.4 Vendor responding to this RFP need to sign the Integrity Pact (IP) as per attached Annexure XIX which will also be signed by Bank's representative.

6.16 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP document. 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.

6.17 Transportation and Insurance

All the costs should include cost, insurance and freight (C.I.I). However, the Vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Vendor to all the equipment provided at the Bank site for the contract period. The Vendor should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

The insurance for the equipment at the site shall be on "all risks" basis, including war risks, fire and theft and robbery clauses valid for the period of the contract. In case any loss or damage of any nature whatsoever occurs, the vendor shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s

6.18 Authorized Signatory

The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

6.19 Service Level Agreement and Non Disclosure Agreement

The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment.



6.20 Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP

6.21 Limitation of Liability

Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party modules supplied by vendor as part of procurement under the RFP.

Under no circumstances BGGB shall be liable to the vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BGGB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

6.22 Grievance Redressal

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to General Manager at it.ho@barodagujaratrb.co.in. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

7. RFP Response Submission Details

1	Earnest Money Deposit (EMD)
2	Annexure – A Eligibility Criteria (with Supporting Documents) Annexure – B Undertaking Annexure – C Letter of Authorization to BID Annexure – D Performance Bank Guarantee Annexure – E Escalation Matrix Annexure – F Comprehensive Annual Maintenance Contract of UPS Annexure – G Integrity Pact
3	Annexure – H Commercial Bid Format
4	Copy of the tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

Annexure A - Eligibility Criteria

Sr. No.	Description of Eligibility Criteria	Complied (Yes/ No)	Support Required	Document
A	General			
1.	The bidder should be either a Government Organization / PSU / PSE / Partnership firm/ Proprietorship Firm or a limited company under Indian laws or / and an autonomous Institution approved by GOI / RBI promoted and should have been in existence for a period of at least 3 years as on date of RFP			Copy of Certificate of Incorporation should be submitted. Partnership firm – Certified copy of Partnership deed Limited Company – Certified copy of certificate of incorporation and certificate of commencement of business. Reference of Act / Notification For other eligible entities – Applicable Document
4.	The bidder should submit a self- declaration that they have not been debarred by any government / statutory / regulatory / Banks / Insurance Companies / Financial Institutions at the time of submission of Bid.			The bidder in their company's letter head shall provide undertaking to this effect
8.	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.			Letter of confirmation from bidder.
B	Financial			
1.	The Bidder has registered an average annual turnover of minimum ₹ 15.00 lakh in last three (3) financial years i.e. 2020-21, 2021-22 and 2022-23, (not inclusive of the turnover of associate companies) as per the audited accounts.			Copy of Audited Balance Sheet and Profit and Loss account should be submitted.
2.	The bidder has registered net profit (after tax)/cash profit in each year for the last three (3) financial years (not inclusive of associate companies) as per audited accounts.			Copy of Audited Balance Sheet and Profit and Loss account should be submitted
D	Experience & Support Infrastructure			
2.	The Bidder should have at least : 1) One work order of UPS AMC with total contract value of order is ₹ 12.00 lakhs and above OR 2) Two work orders of UPS AMC with total contract value of each order is at least ₹ 7.50 lakhs and above OR 3) Three work orders of UPS AMC with total contract value of each order is at least ₹ 6.00 lakhs and above in the last seven years i.e. from Jul-2016 to Jul-2023			Purchase Order certificate issued by Institutions on their letter head.
3.	The bidder should have at least 2 service centers/offices in Gujarat state.			Detailed address of support offices.



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4.	<p>The bidder should comply to the following:</p> <ul style="list-style-type: none">• No generic call center or telephonic support or Franchisee support is acceptable.• The Bidder should have technically qualified engineers who have expertise and certification to support the installations of UPS System.• While a call center is acceptable for logging support requirements, support must be provided on site by a qualified engineer as stated above.• Banking is 24 hours service oriented sector and hence any technical problem should be resolved by next business day from the date of lodge of complaint. If problem is not resolved by next business day, the bidder should provide standby UPS System from 2nd day of lodge of complaint.• The Bidder should stock adequate spares of all items supplied.• The Engineers at the support offices should be provided with a cell and the support / branch offices should have telephone / fax with local email facility.		<p>Self-certified letter for each compliance</p> <p>To provide the logistics of spares available in warehouses and policy of stocking the spares.</p>
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Please note that all the documents requested should be arranged in the same order as mentioned.

Please note that any response which does not provide any / all of the above information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Date:



બરોડા ગુજરાત ગ્રામીણ બેંક
BARODA GUJARAT GRAMIN BANK
(ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઓફ બરોડા દ્વારા પ્રાયોજિત)

Annexure – B Undertaking

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

**The General Manager,
Baroda Gujarat Gramin Bank,
Head Office, 101/A, B.N. Chambers,
1st Floor, Opp. Welcome Hotel,
R. C. Dutt Road, Alkapuri, Vadodara - 390005
Gujarat State, India.**

Sir,

Sub: Request For Proposal (RFP) for Selection of Vendor for Comprehensive Annual Maintenance Contract (AMC) of existing UPS

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer for the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 6 months from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent
 - ii. Amount and Currency in which Commission paid / payable
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.
8. We have not been barred/black-listed by any regulatory / statutory authority and we have the required approval to be appointed as a service provider to provide the services to Bank.

Yours faithfully

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Date:



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(ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઑફ બરોડા દ્વારા પ્રાયોજિત)

Annexure – C Letter of Authorization to BID

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

**The General Manager,
Baroda Gujarat Gramin Bank,
Head Office, 101/A, B.N. Chambers,
1st Floor, Opp. Welcome Hotel,
R. C. Dutt Road, Alkapuri, Vaodara - 390005
Gujarat State, India.**

Sir,

Sub: Letter of Authorization to bid For Proposal (RFP) for Selection of Vendor for Comprehensive Annual Maintenance Contract (AMC)of existing UPS

We M/s (Name and address of the principal) hereby authorize Mr.
(Name and Address of Employee), our employee to submit a bid, and sign the contract (LOI) on behalf of us
for all the systems / goods required by the bank as called for vide the bank's request for Selection of Vendor
for Comprehensive Annual Maintenance Contract (AMC)of existing UPS reference no

We hereby extend our full authority to Mr. to commit, discuss, negotiate etc. as per Clauses of
Contract for the goods and services offered for Supply, Installation and Commissioning of ICT (Information and
Communication Technology) Hardware and Services and our company is responsible for any decision given /
taken by him for this RFP.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Date:

Note: This letter of authority should be on the letterhead of the bidder on whose behalf the proposal is
submitted and should be signed by a person competent.



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Annexure – D Performance Bank Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

**The General Manager,
Baroda Gujarat Gramin Bank,
Head Office, 101/A, B.N. Chambers,
1st Floor, Opp. Welcome Hotel,
R. C. Dutt Road, Alkapuri, Vaodara - 390005
Gujarat State, India.**

WHEREAS M/S (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Baroda Gujarat Gramin Bank (BGGB) framed under RRB Act, 1976 vide their Purchase Order no. dated (hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for..... (hereinafter referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favor for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Vendor has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Vendor, WE,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it'sOffice at and a branch interaliaat..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address)..... through our local office at.....India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. Wedo hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs...../-(Rupees Only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Baroda Gujarat Gramin Bank shall be conclusive as regards the amount due and payable by us to you.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after..... (date) without prejudice to your claim or claims arisen and



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demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above;

a) our liability under this Guarantee shall not exceed Rs./-(Rupeesonly)

b) this Bank Guarantee shall be valid and remain in force up to and including the date and

c) 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 the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of



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Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of

Branch Manager

Seal and Address



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Annexure – E Escalation Matrix

Name of Company:

Service Related Issues

Sr. No.	Name	Designation	Full Office Address	Phone No	Mobile No	Fax	Email Address
		First level Contact					
		Second level Contact (If response not received in 24 Hours)					
		Regional / Zonal Head (If response not received in 48 Hours)					
		Country Head(If response not received in One week)					

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Date:



બરોડા ગુજરાત ગ્રામીણ બેંક BARODA GUJARAT GRAMIN BANK

(ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઑફ બરોડા દ્વારા પ્રાયોજિત)

Annexure – F Format for Comprehensive Annual Maintenance Contract of UPS

THIS CONTRACT made the ___day of _____ BETWEEN Baroda Gujarat Gramin Bank (hereinafter called "BANK") with its Head Office at Vadodara which expression shall include its successors and assigns and _____ (hereinafter called "THE VENDOR ") which expression shall include its successors and assigns.

WHEREAS THE VENDOR has agreed to provide and the Bank has agreed to accept from THE VENDOR, repair and maintenance service for the computer hardware (hereinafter called EQUIPMENT) listed in ANNEXURE- I hereto as amended from time to time, subject to the Bank paying charges to The VENDOR on the terms and conditions specified in Annexure-A endorsed by the Vendor.

In consideration of the contract it is agreed between the parties as below:

1. This contract will be valid for period of one year from _____ to _____ conforming to all the terms and condition as mentioned in RFP ref no. _____ dated _____.
2. The list of hardware items in Annexure – I forms an integral part of this contract.
3. The number of UPS may be increased or decreased during the period of AMC which may be included or excluded from the list and the location of the equipment's may also be changed. The rate quoted will also be applicable for the items included or excluded during the AMC period and will be paid pro-rata basis.
4. The maintenance services under the comprehensive maintenance contract shall comprise of preventive and corrective maintenance of UPS of the bank.
5. Upon termination of the contract each party shall forthwith return to the other all papers, material and other properties of the other held by each during the subsistence period of the contract. In addition each party will assist the other party in the orderly termination of this contract on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

1. Project & Objective

Baroda Gujarat Gramin Bank desires to select and empanel a vendor for Comprehensive Annual Maintenance Contract for its branches / offices located in Gujarat State. Requirement of AMC of UPS System at the branches/offices will be needed immediately after finalization of vendor(s). Existing UPS is of various make having capacity of 3 KVA & 5 KVA. The Quantity of Existing UPS for AMC is 400+; however quantity will be very as per actual ground requirements. After completion of warranty period subsequently UPS will be brought under AMC.

2. Scope of work & delivery of service

Bank will award the contract to the Bidder for a period of two year from the date of award of contract and the Bidder should deliver the service with the following scope:

1. Bidder should be capable of providing service to all existing working UPS specified under the Technical Specifications Annexure.
2. Vendor needs to have a co-ordination with the existing vendor for integrating with present system for the branches to function smoothly.
3. The Vendor has to maintain & repair the said UPS to keep it under working condition for normal usage.
4. There may be addition or deletion of UPS during the tenure of the contract. The firm must maintain an inventory of components.
5. Any UPS system that is reported to be down by 3 PM on a given day should be fully repaired before 9:30 AM the next working day. Any UPS reported down after 3 PM should be repaired by



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12 PM of next working day.

6. If the UPS is not repaired within one working days after reporting the complaint, vendor has to provide stand by UPS from Second Working Day for smoothly functioning of branch/office and there after the machine can be repaired from outside at the risk and expense of the contractor firm. Standby UPS should be of same KVA capacity and specifications as original.
7. In case of selected Vendor fail to supply the stand by UPS or fails to repair existing UPS as mentioned in point no. 5 & 6 of this section after the logging of call/ incident, Bank will claim damages for not meeting the provision as follows:
 8. Third Day - ₹ 500/-
 9. Forth Day - ₹ 500/-
 10. Fifth Day - ₹ 500/-....So on ₹ 500/- each subsequent day up to the value new UPS of equivalent configuration as per Banks rate contract or Market rate whichever is higher.
11. Penalty amount so arrived will be directly deducted from the quarterly AMC charges payable by the bank at the end of each quarter. Delay Days will be calculated from the time the call is logged irrespective of Sunday / holiday. If amount of penalty exceeds the cost of value new UPS of equivalent configuration, Baroda Gujarat Gramin Bank reserves the right to cancel the entire order and also go ahead with the invoking of Bank Guarantee.
12. If vendor fails to provide Routine Preventive Maintenance during the quarter interval, then penalty will be levied equal to AMC charges payable during that quarter.
13. It shall be obligatory on the part of the contractor to carry out repair / maintenance of UPS and peripherals under his direct supervision during the period of contract.
14. The contractor shall also be responsible for deployment of necessary staff for regular cleaning of all UPS using suitable cleaning materials and equipment. Each UPS under contract shall be cleaned once in a quarter on regular basis.
15. All the maintenance call will be registered with the vendor on phone / mobile or mail. The vendor will acknowledge each call with a unique incident / call number along with time which is to be used for reference in future.
16. The service report will be signed by concerned Branch Manager / Officer of branch / office and engineer of contractor and one copy will be given to Branch Manager / officer of branch / office and one copy will be submitted to Head / Regional Office after completion of every quarter.
17. The Vendor has to provide through its Trained Engineer employees,
 - N. Routine Preventive Maintenance by 4 (Four) visits in a year at every quarter interval on convenient day and time of the Bank.
 - O. Preventive maintenance will involve complete checkup of the UPS and Batteries.
 - P. The contract includes checking of Transformers, Voltage Stabilizer, Battery, Battery Spare Parts.
 - Q. Vendor must give Battery replacement report if required.
 - R. Cleaning and servicing the UPS using dry vacuum air, brush and soft muslin cloths.
 - S. The vendor shall remove dust from UPS by vacuum cleaner carefully so that UPS is not damaged during Comprehensive Maintenance without fail. If any damage is caused while doing so, the part or equipment should be provided by the vendor.
 - T. Running of test program to check power backup.



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- U. Checking of power supply source for proper grounding and safety of UPS.
 - V. Checking of UPS Output voltage which should in standard range on Normal mode (GEB supply) or Battery Mode.
 - W. Ensuring that covers, screws, switches etc. of the UPS are firmly fastened.
 - X. Pilot batteries / cell checking during preventive maintenance.
 - Y. 24 hours and 365 days a year Telephonic Technical support.
 - Z. Attendance for breakdown of the system round the clock (i.e. 24 x 7 all 365 days).
21. **The contract includes consumables like Transformers, All Electronic printed circuit boards, Power devices viz. IGBT, Thyristor modules and Diode modules. Excluding Battery, Battery Spare Parts, Battery replacement or repair etc.**
22. The AMC is comprehensive i.e. no cost of parts replaced by contractor will be borne by Bank.
23. **The vendor is bound to replace necessary parts only by parts of certified quality. Contractor should maintain adequate spare parts at warehouse to comply with the minimum stipulated downtime.** In case of replacement the defective spare covered under this contract shall be vendor's property.
24. **It may be noted that availability of any parts, materials of UPS in market during the contract is responsibility to the vendor; bank will not replace any UPS due to non-availability of any parts, materials, non-repairable or Beyond Economic Repair (BER) etc.**
25. The service provider will be responsible for any mishap or accident or untoward incidence during the maintenance of machine which may occur due to negligence of the service engineer of the contractor firm.
26. Vendor will have to enter contract for AMC as per format specified in Annexure-J.
- 1. Bidder should be capable of providing service to all existing working UPS specified under the Technical Specifications Annexure.
 - 2. Vendor needs to have a co-ordination with the existing vendor for integrating with present system for the branches to function smoothly.
 - 3. The Vendor has to maintain & repair the said UPS to keep it under working condition for normal usage.
 - 4. There may be addition or deletion of UPS during the tenure of the contract. The firm must maintain an inventory of components.
 - 5. Any UPS system that is reported to be down by 3 PM on a given day should be either fully repaired or replaced by a temporary substitute (of equivalent configuration) before 9:30 AM the next working day. Any UPS reported down after 3 PM should be repaired / replaced by 12 PM of next working day.
 - 6. If the UPS is not repaired within one working days after reporting the complaint, vendor has to provide stand by UPS from Second Working Day for smoothly functioning of branch/office and there after the machine can be repaired from outside at the risk and expense of the contractor firm. Standby UPS should be of same KVA capacity and specifications as original.
 - 7. In case of selected Vendor fail to supply the stand by UPS or fails to repair existing UPS as mentioned in point no. 5 & 6 of this section after the logging of call/ incident, Bank will claim damages for not meeting the provision as follows:



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- a) Third Day - ₹ 500/-
 - b) Forth Day - ₹ 500/-
 - c) Fifth Day - ₹ 500/- and so on ₹ 500/- each subsequent day up to the value new UPS of equivalent configuration as per Banks rate contract or Market rate whichever is higher.
8. Penalty amount so arrived will be directly deducted from the quarterly AMC charges payable by the bank at the end of each quarter. Delay Days will be calculated from the time the call is logged irrespective of Sunday / holiday. If amount of penalty exceeds the cost of value new UPS of equivalent configuration, Baroda Gujarat Gramin Bank reserves the right to cancel the entire order and also go ahead with the invoking of Bank Guarantee.
9. If vendor fails to provide Routine Preventive Maintenance during the quarter interval, then penalty will be levied equal to AMC charges payable during that quarter.
10. It shall be obligatory on the part of the contractor to carry out repair / maintenance of UPS and peripherals under his direct supervision during the period of contract.
11. The contractor shall also be responsible for deployment of necessary staff for regular cleaning of all UPS using suitable cleaning materials and equipment. Each UPS under contract shall be cleaned once in a quarter on regular basis.
12. All the maintenance call will be registered with the vendor on phone / mobile or mail. The vendor will acknowledge each call with a unique incident / call number along with time which is to be used for reference in future.
13. The service report will be signed by concerned Branch Manager / Officer of branch / office and engineer of contractor and one copy will be given to Branch Manager / officer of branch / office and one copy will be submitted to Head / Regional Office after completion of every quarter.
14. The Vendor has to provide through its Trained Engineer employees,
- a) Routine Preventive Maintenance by 4 (Four) visits in a year at every quarter interval on convenient day and time of the Bank.
 - b) Preventive maintenance will involve complete checkup of the UPS and Batteries.
 - c) The contract includes checking of Transformers, Voltage Stabilizer, Battery, Battery Spare Parts.
 - d) Vendor must give Battery replacement report if required.
 - e) Cleaning and servicing the UPS using dry vacuum air, brush and soft muslin cloths.
 - f) The vendor shall remove dust from UPS by vacuum cleaner carefully so that UPS is not damaged during Comprehensive Maintenance without fail. If any damage is caused while doing so, the part or equipment should be provided by the vendor.
 - g) Running of test program to check power backup.
 - h) Checking of power supply source for proper grounding and safety of UPS.
 - i) Checking of UPS Output voltage which should in standard range on Normal mode (GEB supply) or Battery Mode.
 - j) Ensuring that covers, screws, switches etc. of the UPS are firmly fastened.
 - k) Pilot batteries / cell checking during preventive maintenance.
 - l) 24 hours and 365 days a year Telephonic Technical support.



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- m) Attendance for breakdown of the system round the clock (i.e. 24 x 7 all 365 days).
15. **The contract includes consumables like Transformers, All Electronic printed circuit boards, Power devices viz. IGBT, Thyristor modules and Diode modules. Excluding Battery, Battery Spare Parts, Battery replacement or repair etc.**
 16. The AMC is comprehensive i.e. no cost of parts replaced by contractor will be borne by Bank.
 17. **The vendor is bound to replace necessary parts only by parts of certified quality. Contractor should maintain adequate spare parts at warehouse to comply with the minimum stipulated downtime.** In case of replacement the defective spare covered under this contract shall be vendor's property.
 18. **It may be noted that availability of any parts, materials of UPS in market during the contract is responsibility to the vendor; bank will not replace any UPS due to non-availability of any parts, materials, non-repairable or Beyond Economic Repair (BER) etc.**
 19. The service provider will be responsible for any mishap or accident or untoward incidence during the maintenance of machine which may occur due to negligence of the service engineer of the contractor firm.
 20. The Vendor has to maintain & repair the said UPS to keep it under working condition for normal usage.
 21. There may be addition or deletion of UPS during the tenure of the contract. The firm must maintain an inventory of components.

3. Force Majeure

Any party shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the any party and not involving the any party's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, any shall promptly notify the other party in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

4. Payment terms & conditions

The payment to the vendor shall be made quarterly basis at the end of each quarter against the invoice along with record of each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof & details of preventive maintenance activity.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by RO/HO as per above payment terms on submission of relevant documents after deducting penalty if any.



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The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

5. Cost of Comprehensive AMC

S.N.	UPS Particulars	CAMC rate for 1 year for -1- UPS (in ₹)*
1.	Upto 3 KVA UPS	
2.	4 to 6 KVA UPS	

* Including GST

- ▶ All the commercial value is in Indian Rupees.
- ▶ All the commercials are inclusive of all charges like transportation, installation, taxes, levies etc.
- ▶ Bank will deduct applicable TDS, if any, as per the law of the land.

6. Notice

If a notice has to be sent to either of the parties, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile / email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

7. Governing Laws

The contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

8. Termination of this contract

Contract may be terminated by either party in any of the following circumstances:

1. Unless contract renewed further at the sole discretion of the Bank.
2. If Bank does not make payments due to vendor under this Contract.
3. If vendor fail to perform its obligation under this contract and RFP ref no. dated
4. By giving one-month notice of such termination to the other by either of the parties to this Contract.

9. Dispute Resolution

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors/authorized person of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager/director and vendor project manager/ director are unable to resolve the dispute



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after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ABOVE MENTIONED DATE.

Sign & Seal
(Bank)
Name of Authorized signatory:
Designation:

Witness
1. _____
2. _____

Sign & Seal
(Vendor)
Name of Authorized signatory:
Department:

Witness
1. _____
2. _____



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Annexure – G Integrity Pact

**PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand,

BARODA GUJARAT GRAMIN BANK, is a Regional Rural Bank established under RRB Act, 1976 with a network of over 487 branches in Gujarat State having Head Office at 3rd & 4th Floor, Suraj Plaza – I, Sayajigunj, Vadodara 390005. (hereinafter referred to as "BGGB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and.....hereinafter referred to as "The Bidder /Bidder"

Preamble

BGGB is a one of the Regional Rural Bank having its presence through its 487 number of branches and 8 Regional Offices and Head Office offices throughout Gujarat. BGGB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BGGB intends to appoint/ select, under laid down organizational procedures, contract/s for Selection of Vendors for Stationery Management in the Bank. The BGGB 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 Bidder(s).

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

Section 1 - Commitments of BGGB

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

a. No employee of the BGGB, 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 monetary or non-monetary benefit which the person is not legally entitled to.

b. The BGGB will, during the tender process treat all Bidder(s) with equity and reason. The BGGB 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 BGGB will make endeavor to exclude from the selection process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder(s)/ Bidder(s)

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

b. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BGGB'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.

c. The Bidder(s) / Bidder(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 cartelization in the bidding process.

d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BGGB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(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) / Bidder(s). 6-7}

f. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

g. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

3. The Bidder(s) / Bidder(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



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If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company 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 I Bidders I SubBidders

(1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.

(2) The BGGB will enter into agreements with identical conditions as this one with all Bidders and Bidders.

(3) The BGGB 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) / Bidder(s) /SubBidder(s)

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

Section 8 - Independent External Monitor

(1) The BGGB is in process of appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. 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/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Bidders as confidential.



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- (3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BGGB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BGGB and recuse himself / herself from that case.
- (5) The BGGB 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 BGGB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BGGB 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.
- (7) The Monitor will submit a written report to the BGGB officials within 15 days from the date of reference or intimation to him by the BGGB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BGGB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BGGB 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.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

Section 10 - contract has been awarded. Any violation of the same would entailed is qualification of the Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the bidders and exclusion from future business dealings.

If any claims 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 BGGB.

Section 11 - Other provisions



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- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the BGGB, i.e. Vadodara.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder 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 the original intentions.
- (5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BGGB)

(For & On behalf of Bidder/ Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:
(Name&Address)

Witness2:
(Name&Address)



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Annexure – H Commercial Bid Format

S.N.	UPS Particulars	CAMC rate for 1 year for -1- UPS (in ₹)*
1.	Upto 3 KVA UPS	
2.	4 to 6 KVA UPS	

*** GST included**

All the commercial value should be quoted in Indian Rupees.

The amount quoted is inclusive of all taxes, duties & levies including GST.

Quantity may vary as per the requirement of the bank and will not be necessarily the quantity shown in the RFP.

Bank will deduct applicable TDS, if any, as per the law of the land.

The amount quoted also includes the cost of all the things required for UPS AMC as per the requirements of the bank.

Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Date: