



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

RFP Reference No. BGGB: H0: IT-CBS: 01: 50

Date: 07/08/2019

Module V

**Selection of Vendor/OEM for Supply, Installation Commissioning of UPS
Batteries**



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1. Project & Objective

Baroda Gujarat Gramin Bank desires to empanel Vendor/OEM for Supply, Installation Commissioning of UPS Batteries at its Branches / Administrative offices.

The quantity will be on **an as-needed basis**. There will be no commitment for the quantity of batteries during the contract period.

2. Service Levels and Penalty

1. A Service Call logbook in physical form as well as in electronic form shall be maintained in which the Service Provider shall record all the complaints related to computers and peripherals and to be submitted along with root cause analysis (RCA).
2. All the Service Call for any problems/service should be attended and resolved within Next Business Day.
3. The down time penalty charged (if not rectified or stand by equipment not provided on Next Business Day) shall be ₹100/per day and recovered from the bidder either from the pending bills of the bidder or by encashment of the performance bank guarantee.
4. If the bidder fails to rectify the faults of the system even after the 7 days then bank, at its discretion, may terminate the contract and get faults rectified or the faulty parts replaced through a third party and recover the cost of such repair or cost of replacement of the faulty parts and other expenses, if any, incurred by it for getting the faults rectified, from the bidder either from the pending bills of the bidder or by encashment of the performance bank guarantee / security deposits, as the case may be.

3. Technical Support and Service Requirement

1. Bidder should be capable of providing all the equipment that are specified under the Technical Specifications annexure.
2. Bank desire to procure Batteries for the branches/admin offices at various district in the Gujarat, hence the selected vendor should work seamlessly throughout Gujarat.
3. If bidder is OEM then Order will be placed to OEM Company by email on mail id provided by company (scan copy of order) and followed by hard copy to your above address by regional / head office. The payment will be made directly to your authorized dealer, who will execute the order and supply, installation and commissioning of batteries systems with buyback scheme.

4. RFP Response Submission Details

The Bid shall be submitted in separate sealed cover, duly signed and super scribed as per below:

Cover No – 1	DD/Banker Cheque for Application Fee
Cover No – 2	DD/Banker Cheque for Earnest Money Deposit (EMD)
Cover No – 3	Module V Annexure – A Eligibility Criteria (with Supporting Documents) Module V Annexure – B Undertaking Module V Annexure – C Conformity with Hardcopy Letter Module V Annexure – E Letter of Authorization to BID Module V Annexure – D Manufacturer Authorization Form Module V Annexure – G Escalation Matrix Module V Annexure – J Integrity Pact
Cover No – 4	Module V Annexure – H Commercial Bid for Supply, Installation Commissioning of UPS Batteries
Cover No – 5	Module V Annexure – I Technical Specifications for UPS Batteries
Cover No – 6	Copy of the tender document along with the addendum duly putting the seal and



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	signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions. & One Compact Disk (CD) containing the soft copy of the Annexures and the scanned copies of credential letters / Purchase orders / supporting documents.
Cover No – 7	All sealed cover from 1 to 6 as mentioned above with Super Scribed “Request For Proposal (RFP) for Selection of Vendor/ OEM for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services – <u>Module V Selection of Vendor/OEM for Supply, Installation Commissioning of UPS Batteries</u>”

Module V Annexure A - Eligibility Criteria

Sr. No.	Eligibility Criteria	Complied (Yes/ No)	Supporting Documents Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited / Proprietorship company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder and OEM must be in Core business of providing Batteries in India for at least a period of last five years (As on RFP date).		Documentary Proof to be attached
3	Bidder must not be blacklisted /debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs).		Letter of confirmation from bidder
4	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
5	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder
B	Financial		
B1	Below clause Applicable for the OEM whose batteries are quoted or if the OEM is bidding directly		
1	Must have registered a turnover of 1000 Crores or above (from Indian Operations only) in each year during the last three completed financial years.		Audited Financial statements for the financial years 2015- 16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	Must have a net profit making entity (from Indian operations only) continuously for the last three years, that is financial 2015- 16, 2016-17 and 2017-18.		Audited Financial statements for the financial years 2014- 15, 2015-16 and 2016-17. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
B2	Below clause Applicable for the Bidder if submitting bid as a partner of the OEM		
1	Must have registered a turnover of 3 Crore or above (from Indian Operations only) in each year during the last three completed financial years.		Audited Financial statements for the financial years 2015- 16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	Must have a net profit making entity (from Indian operations only) continuously for the last three years, that is financial 2015- 16, 2016-17 and 2017-18.		Audited Financial statements for the financial years 2015- 16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
3	Must have partnership with OEM for the past three years (from RFP date)		Certificate from OEM to be submitted.

4	If Bidder is partner of OEM, a letter from OEM regarding the unconditional acceptance of terms and condition related to support for their products during warranty if Bidder fails to do so.		Unconditional acceptance Letter from OEM is mandatory
5	OEM should have received ISO 9001:2008/2015 & 14001:2004 certifications for manufacturing facility from where the equipment will originate.		Copies of relevant Certificates
6	Must provide a letter of Authorization of OEM whose products is quoted for submitting the offer on behalf of the OEM. Manufacturer Authorization Form to be submitted for each product separately		Letter of Authorization from OEM
C	Experience & Support Infrastructure		
1	The bidder should have supplied/supported 1000 batteries for the past three years in each year various branches/offices of Commercial Banks / Financial Institutions / PSU / Govt. Organizations in India		Documentary Proof of order / contract copy / customer credentials.
3	The bidder should have direct support offices in Gujarat states. The bidder should have at least 1 service center/Office at Bank's area of operations. 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.		Detailed address and contact of support offices/ branch offices
4	While a call center is acceptable for logging support requirements, support must be provided on site by a qualified engineer as stated above.		A self-certified letter to be submitted

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 twelve 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:



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Module V 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, Vadodra - 390005
Gujarat State, India.**

Sir,

Sub: Request For Proposal (RFP) for Selection of Vendor/ OEM for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL 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 12 month 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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Module V Annexure – C Conformity with Hardcopy Letter

(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, Vadodra - 390005
Gujarat State, India.**

Sir,

Sub: Request For Proposal (RFP) for Selection of Vendor/ OEM for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services

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

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

Yours faithfully

Authorized Signatory

Name:
Designation:
Vendor's Corporate Name:
Address:
Email and Phone:
Date:



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Module V Annexure – D Manufacturer Authorization Form

(This letter should be on the letterhead of the OEM/Manufacturer 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/ OEM for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services

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

The model(s) / product(s)proposed in this rate contract covered under 5 Year onsite comprehensive support from the date of installation of product.

We hereby extend our guarantee and warranty during this 2 year period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the abovementioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

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

Yours faithfully

Authorized Signatory

Name:
Designation:
OEM's Corporate Name:
Address:
Email and Phone:
Date:



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Module V Annexure – E 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, Vadodara - 390005
Gujarat State, India.**

Sir,

Sub: Letter of Authorization to bid For Proposal (RFP) for Selection of Vendor/ OEM for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services

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/
OEM for Supply, Installation and Commissioning of ICT (Information and Communication Technology)
Hardware and Services 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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Module V Annexure – F 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, Vadodra - 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 its Office at and a branch interaliaat India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its 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.



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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 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./-(Rupees only)



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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 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

Module V Annexure – G Escalation Matrix

Name of Company:

Delivery 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)					

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:

Module V Annexure – H Commercial Bid for Supply, Installation Commissioning of UPS Batteries

Sr. No.	Batteries Particular with necessary materials	Qty.	Net Cost With 2 Year on site Next Business Day Comprehensive Warranty (Including GST, other charges)	Buyback Unit Rate (Including GST, other charges)
1	Voltage : 12 Volt Capacity: 42 Ah	1		
2	Voltage : 12 Volt Capacity: 65 Ah	1		
3	Voltage : 12 Volt Capacity: 75 Ah	1		
4	Voltage : 12 Volt Capacity: 100 Ah	1		

(* The Cost will be Inclusive of all taxes)

All the commercial value should be quoted in Indian Rupees.

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

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 material that is required for supply, installation, commissioning, and smooth functioning of batteries 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:



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

Module V Annexure – I Technical Specifications for UPS Batteries

UPS Batteries	Complied	
HARDWARE: Make & Model of UPS Batteries – _____	Y/N	If No, Remarks
Normal Voltage : 12V		
Rated Capacity : 42AH, 65AH, 75AH, 100AH		
Type of Batteries : Sealed Maintenance Free(SMF)		

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Date:

Module V Annexure – J Integrity Pact

PRE CONTRACT INTEGRITY PACT

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, framed under RRB Act, 1976 having its head office at Vadodara (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/Proprietary, constituted in accordance with the relevant law in the matter and the BUYER is a Regional Rural Bank performing its functions.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical



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proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through Bank Draft/ Banker Cheque in favour of Baroda Gujarat Gramin Bank

4.2 The Earnest Money/Security Deposit shall be valid up to a period of 12 Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-



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5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest. 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded. The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /Department of



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the Government of India or PSU and if it is found at any stage that similar (in quantity) product / systems or sub systems was supplied by the BIDDER to any other Ministry /Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 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.

8 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

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

10 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Name of the Authorized Person:

Department:

Designation:

Witness

Witness

1. _____

1. _____

2. _____

2. _____