



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

RFP Reference No.: BGGB: HO: IT-CBS: 03: 74

Date: 01/09/2021

Module II

**Selection of Vendor/OEM for Supply, Installation and Commissioning of UPS
Systems and Comprehensive Annual Maintenance Contract (AMC)**



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

1. Project & Objective

Baroda Gujarat Gramin Bank desires to select and empanel a vendor/OEM for Supply, Installation and Commissioning of UPS systems and Comprehensive Annual Maintenance Contract for its branches / offices located in Gujarat State. Requirement will be for 3 KVA UPS and 6 KVA UPS however, quantity will be **on an as-needed basis** as per the ground level requirements of the Bank. This is further to clarify that the requirements will not be at one go or at one location over a period of time and at multiple location within the geographical area of the branches/offices while 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 and Hitachi 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 very as per actual ground requirements. After completion of warranty period subsequently UPS will be brought under AMC. UPS are under buy back arrangement on "as is where is basis" and the vendor has to make his own arrangement to take UPS.

2. Scope of work & delivery of service

1. Bidder should be capable of providing all the equipment that is 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. Bank desires to procure UPS systems for the branches/admin offices at various district in the Gujarat state, hence the selected vendor should work seamlessly throughout geographical area Gujarat State.
4. The Vendor has to maintain & repair the said UPS to keep it under working condition for normal usage.
5. There may be addition or deletion of UPS during the tenure of the contract. The firm must maintain an inventory of components.
6. 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.
7. If the UPS is not repaired within one working days after reporting the complaint, liquidated damages will be levied at the rate of 0.5 % per week of AMC value as well as 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.
8. 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.
9. In case of selected Vendor / Vendors fail to supply the stand by UPS as mentioned in point no. 6 & 7 of this section after the logging of call, Bank will claim damages for not meeting the provision as follows:
 1. Third Day - ₹ 500/-
 2. Forth Day - ₹ 1000/-
 3. Fifth Day - ₹ 1500/-....So on incremented to ₹ 500/- each subsequent day up to the value new UPS of equivalent configuration.

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.

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 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 respective Region after completion of every quarter months.
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. Out of the four routine preventive maintenance visit two will be a Major preventive maintenance involving complete checkup of the UPS and Batteries.
 - B. The contract includes checking of consumables like Transformers, Battery, Battery Spare Parts, and must give Battery replacement report if required etc.
 - C. Cleaning and servicing the UPS using dry vacuum air, brush and soft muslin cloths.
 - D. 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 quality should be provided by the vendor.
 - E. Running of test program to check power backup.
 - F. Checking of power supply source for proper grounding and safety of UPS.
 - G. Ensuring that covers, screws, switches etc. of the UPS are firmly fastened.
 - H. Pilot batteries / cell checking during preventive maintenance.
 - I. 24 hours and 365 days a year Telephonic Technical support.
 - J. 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. **Replacement of UPS:** In case any UPS is not repairable, Vendor should replace the same model / equivalent model / higher model after consultation with bank with free of cost.
20. 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.
21. Vendor will have to enter contract for AMC as per format specified in Annexure.

3. 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 II Annexure – A Eligibility Criteria (with Supporting Documents) Module II Annexure – B Undertaking Module II Annexure – C Conformity with Hardcopy Letter Module II Annexure – D Manufacturer Authorization Form Module II Annexure – E Letter of Authorization to BID Module II Annexure – F Performance Bank Guarantee Module II Annexure – G Escalation Matrix Module II Annexure – J Comprehensive Annual Maintenance Contract of UPS Module II Annexure – K Integrity Pact
Cover No – 4	Module II Annexure – H Commercial Bid Format
Cover No – 5	Module II Annexure – I Technical Specifications for 3 and 6 KVA UPS
Cover No – 6	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. & 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 IV Selection of Vendor/OEM for Supply, Installation and Commissioning of UPS Systems and Comprehensive Annual Maintenance Contract (AMC)</u> ”

Module II 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
2.	The Bidder should be the Original Equipment Manufacturer (OEM) or their authorized dealer / distributor in India.		Documentary Proof
3.	The bidder: • In case participating as an OEM directly then the bidder should be an ISO 9001:2008/2015 and ISO 14001:2004 certified company with valid certificate.		Copy of Certificate to be submitted
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
5.	If OEM is bidding directly, they cannot submit another bid with any SI.		Letter of confirmation from OEM in a case if OEM bids directly.
6.	In case of participating as a partner then the bidder must provide a letter of Authorization from the OEM for submitting the offer on behalf of the OEM.		Letter of Authorization from OEM
7.	In case the bid is submitted by a partner then a letter from OEM needs to be provided regarding the unconditional acceptance of terms and condition related to support for their products during warranty if partner fails to do so		Unconditional acceptance Letter from OEM is mandatory
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		
B1	Below clause Applicable for the OEM whose systems / products are quoted or if the OEM is bidding directly		
1	Must have registered a turnover of 100 Crores or above (from Indian Operations only) in each year during the last three completed financial years.		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21. 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 2018- 19, 2019-20 and 2020-21.		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21. 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.	The Bidder has registered a turnover of at least ₹ 2 Crore in each year for the last three (3) financial years i.e. 2018- 19, 2019-20 and 2020-21, (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
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	Technical		
1.	The UPS system quoted should be certified by ERTL / ETDC or any other organization which provides similar certificate.		A test certificate to be submitted from the relevant certified agency.
2.	Bids should be for latest models and should not include models, which are marked to End of sale during the next 36 months and End of Support for next 84 Months.		The OEM in their company's letter head shall provide undertaking to this effect
3.	The bidder should submit a certificate from OEM for availability of spares for at least 5years for the UPS System quoted		The OEM in their company's letter head shall provide undertaking to this effect
D	Experience & Support Infrastructure		
1.	The bidder: • In case participating as an OEM directly then the bidder should be in Core Business of Manufacture, Supply, Install and Commissioning of UPS system, at least for a period of last three years (As on RFP date) • In case of participating as a partner then the bidder should be in business of Supply, Install and Commissioning of UPS system, at least for a period of last three years (As on RFP date)		Documentary Proof
2.	The Bidder should have supplied & supported not less than 200 UPS systems of similar configuration in each year for the past 3 Years to various branches/offices of Commercial Banks / Financial Institutions / Govt.		Purchase Order certificate & successful order execution certificate issued by Institutions on their letter

	Organizations in India having a large branch/office network geographically spread across the country		head.
3.	The bidder should have direct support offices in Gujarat states. The bidder should have at least 2 service centers at Gujarat.		Detailed address of support offices.
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>
5.	Should be able to deliver the ordered UPS System within 4 weeks from the date of purchase order. For late delivery the LD clause would be applicable @2% of the value of purchase order Exclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 10% of the order value.		A self-certified letter to be submitted for meeting the delivery schedule and Accepting the LD clause along with a copy of the respective OEM's (in case bidder is participating as a partner) confirming to adhere the delivery schedules.

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.



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

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 II 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/ 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:



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

Module II 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:



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

Module II 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, 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

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 rate 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 5 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 also extend our support to execute rate contract for period as specified in RFP and hereby undertake that in case bidder failed to execute rate contract we undertake to same will be fulfill by us.

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/rate contract 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:



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

Module II 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, Vadodra - 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.



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

Module II 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



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

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 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;



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

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

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 II 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 II Annexure – H Commercial Bid Format

Sr. No.	HW Particulars	One UPS cost* (with 5 Years onsite comprehensive Warranty) (A) (In ₹)*	Buy Back Price for One UPS*	AMC * for 2 Years for Existing UPS (B) (in ₹)*
1.	3 KVA UPS inbuilt isolation transformer			
2.	6 KVA UPS(Existing 5/6 KVA UPS) inbuilt isolation transformer	6 KVA		5/6 KVA

(* GST Extra)

All the commercial value should be quoted in Indian Rupees.

The amount quoted is inclusive of all taxes, duties & levies except 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 material that is required for supply, installation, commissioning, and smooth functioning of UPS and 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:

Module II Annexure – I Technical Specifications for 3 and 6 KVA UPS

Sr. No.	Description	Comply Yes / No	Any Deviation
1.	Topology - On-Line (Standalone UPS with single set Battery Bank)		
2.	Technology – IGBT		
3.	Redundancy – UPS should be Redundant capable as an inbuilt feature. (No extra cost given if require)		
4.	Input Voltage Range - 170 to 280 VAC. , Single phase		
5.	Input Frequency Range - 45 – 55Hz Autosensing		
6.	UPS System have Inbuilt Isolation Transformer		
7.	Output Voltage Single Phase Range - 200 - 251VAC		
8.	Regulation - +/- 1% Static, 5% for Dynamic Loads		
9.	Output Frequency Range - 50 Hz		
10.	Output Frequency Regulation - +/- 0.1% synchronized to battery		
11.	Output Wave Form - Pure Sinusoidal		
12.	Crest Factor < 3:01		
13.	Overload ratings - 105% infinite.		
14.	Transfer Time (with Full Load) - < 0ms		
15.	Bypass – – Automatic(with auto return function)		
16.	Environmental/Noise Level - < 50dB, Operating Temperature 0-40 C Relative Humidity 0-95%		
18.	Efficiency - Overall at Full Load - 92% Minimum.		
19.	Power Factor - 0.8 pf for 3 KVA& 6 KVA		
20.	LCD / LED Based Indication - Input Mains ON, System Overload, Battery Low, Mains Fail, Inverter Fault ,Inverter Trip, Battery Trip, Load on Battery, Load on Bypass		
21.	Alarm - Battery Low, Inverter ON(Mains Fail), Inverter Fault		
22.	Metering LCD - Output Voltage , Output Current		
23.	Interface - DOS/Unix/Netware with necessary H/W and S/W		
24.	Power Management Software to be compatible with Windows 98/NT/2000/XP, Novel Netware, Sun Solaris, Linux		
25.	Comprehensive Warranty – Five Year On-Site on UPS.		
26.	Certification/ Approvals - International Std. Certifications viz. UL /CE/ TUV / ERTL		
28.	Safety - IEC 62040, EN 50091-1-1		
29.	LED / LCD - On line, On battery, Overload, Fault, and bypass operation		
30.	Audible Alarms - On battery, Low battery, Overload etc.		
31.	Remote Monitoring/power Management facility - Internal SNMP Card Provision) for monitoring thru web remotely.		
32.	Other Features - Graceful server shutdown, email facility. Real time graphical display of power.		



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

33.	UPS Status, Access should be password protected with MD5 authentication security. Should integrate with popular NMS like IBM Tivoli, HP Open View, TNG Unaccented etc.		
34.	Capability to add management cards (remote management, additional ports, temp/humidity monitor)		
35.	Should be able to do a Cold Start		
36.	Surge Protection: UPS should have internal/external SPD with TCO (Thermal Cutoff) with LED indication of SPD Failure Line-Neutral: (In=15kA, I _{max} ≥40kA) Earth-Neutral:(In=15kA, I _{max} ≥40kA) A test report from NABL accredited Laboratory to provide for conformance to Specified value		

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Date:



Module II Annexure – J 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/OEM for Supply, Installation and Commissioning of UPS systems and Comprehensive Annual Maintenance Contract for its branches / offices located in Gujarat State. Requirement will be for 3 KVA UPS and 6 KVA UPS however, quantity will be **on an as-needed basis** as per the ground level requirements of the Bank. This is further to clarify that the requirements will not be at one go or at one location over a period of time and at multiple location within the geographical area of the branches/offices while the AMC of USP System at the branches/offices will be needed immediately after finalization of vendor(s). Existing UPS is make of Sangam having capacity of 3 KVA & 5 KVA, BPE having capacity of 3 KVA & 6 KVA and Hitachi having capacity of 3 KVA, 5 KVA & 6 KVA. The Quantity of Existing UPS for AMC is approximately 350 UPS; 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:

22. Bidder should be capable of providing all the equipment that is specified under the Technical Specifications Annexure.
23. Vendor needs to have a co-ordination with the existing vendor for integrating with present system for the branches to function smoothly.
24. Bank desires to procure UPS systems for the branches/admin offices at various district in the Gujarat state, hence the selected vendor should work seamlessly throughout geographical area Gujarat State.

25. The Vendor has to maintain & repair the said UPS to keep it under working condition for normal usage.
26. There may be addition or deletion of UPS during the tenure of the contract. The firm must maintain an inventory of components.
27. 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.
28. If the UPS is not repaired within one working days after reporting the complaint, liquidated damages will be levied at the rate of 0.5 % per week of AMC value as well as 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.
29. 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.
30. In case of selected Vendor / Vendors fail to supply the stand by UPS as mentioned in point no. 6 & 7 of this section after the logging of call, Bank will claim damages for not meeting the provision as follows:
4. Third Day - ₹ 500/-
 5. Forth Day - ₹ 1000/-
 6. Fifth Day - ₹ 1500/-....So on incremented to ₹ 500/- each subsequent day up to the value new UPS of equivalent configuration.
- 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 theright to cancel the entire order and also go ahead with the invoking of Bank Guarantee.
31. 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.
32. 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.
33. All the maintenance call will be registered with the vendor on phone / mobile or mail. The vendor will acknowledge each call with a unique call number along with time which is to be used for reference in future.
34. 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 respective Region after completion of every quarter months.
35. The Vendor has to provide through its Trained Engineer employees,
- K. Routine Preventive Maintenance by 4 (Four) visits in a year at every quarter interval on convenient day and time of the Bank. Out of the four routine preventive maintenance visit two will be a Major preventive maintenance involving complete checkup of the UPS and Batteries.
 - L. The contract includes checking of consumables like Transformers, Battery, Battery Spare Parts, and must give Battery replacement report if required etc.

- M. Cleaning and servicing the UPS using dry vacuum air, brush and soft muslin cloths.
 - N. 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 quality should be provided by the vendor.
 - O. Running of test program to check power backup.
 - P. Checking of power supply source for proper grounding and safety of UPS.
 - Q. Ensuring that covers, screws, switches etc. of the UPS are firmly fastened.
 - R. Pilot batteries / cell checking during preventive maintenance.
 - S. 24 hours and 365 days a year Telephonic Technical support.
 - T. Attendance for breakdown of the system round the clock (i.e. 24 x 7 all 365 days).
36. **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.**
37. The AMC is comprehensive i.e. no cost of parts replaced by contractor will be borne by Bank.
38. **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.
39. **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.**
40. **Replacement of UPS: In case any UPS is not repairable, Vendor should replace the same model / equivalent model / higher model after consultation with us/ORs.**
41. 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.
42. Vendor will have to enter contract for AMC as per format specified in Annexure.

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



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

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.

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

Sr. No.	HW Particulars	AMC * for 2 Years for Existing UPS (in Rs.)
1.	3 KVA UPS inbuilt isolation transformer	
2.	6/5 KVA UPS inbuilt isolation transformer	

- ▶ 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 send 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 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. _____

Module II Annexure – K 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



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

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:-



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

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



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

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. _____