



**REQUEST FOR PROPOSAL (RFP) FOR
SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE
(Desktops, Laser Printers & Passbook printers)**

SAPTAGIRI GRAMEENA BANK

RFP Reference No.	HO/ITD/1072/2024-25
RFP Issuance Date	21.12.2024
Last Date of request for Queries/ Clarifications	27.12.2024 by 06:00 PM
Date and time of Pre-Bid Meeting	30.12.2024 at 11:00 AM
Last Date for receipt of bids	24.01.2025 at 03:00 PM
Date and time of opening Technical bids	24.01.2025 at 04:00 PM

Issued by:

Saptagiri Grameena Bank,
Head Office,
#4-2195/1, 2nd Floor,
SGB Towers,
Vellore Road
Chittoor – 517 002. A.P.
Phone: 08572-233598
Email: edp@sgbank.in

Website: www.saptagirigrameenabank

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SCHEDULE [A]: IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	21.12.2024
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	27.12.2024 by 06:00 PM Format for seeking clarification is enclosed as Annexure-XIV
3	Pre-bid Meeting Date and Venue Details	30.12.2024 at 11:00 AM through physical/virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at edp@sgbank.in on or before 27.12.2024. Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission/ Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response)	24.01.2025 at 03:00 P.M. for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 10 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Chief Manager, Saptagiri Grameena Bank, Head Office, Information Technology Department, 4- 2195/1, 2nd Floor, SGB Towers, Vellore Road Chittoor – 517 002. A.P.
5	Eligibility cum Technical Bid Opening Date	24.01.2025 at 04:00 PM
6	Date, time and venue of presentation & demo by the eligible bidders	Shall be intimated separately by the Bank through email.



7	Opening of Commercial Bids	<p>The commercial bids will be opened for those Bidders who qualify in both eligibility and technical evaluation.</p> <p>The date for commercial bid opening would be communicated via e-mail to the technically eligible Bidders.</p>
8	Cost of RFP	<p>Non-refundable Rs. 20,000/- (Rupees Twenty Thousand only) in the form of DD favoring "Saptagiri Grameena Bank". Alternatively, bidders can transfer the cost of bid document in the following account number through NEFT/ RTGS/ IMPS/ UPI etc. one day prior to pre-bid meeting date:</p> <p>Account No.: 88618083 Account Name: SAPTAGIRI GRAMEENA BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB0SGB001 Branch: HO</p> <p>Mode of submission: (Offline for DD/ Online for e-transfer)</p>
9	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GEM) portal.</p> <p>The documents listed below in Sl. No 10 below only to be submitted in offline physical mode.</p>
10	Documents to be submitted physically by Bidders (Offline Mode)	<ol style="list-style-type: none"> 1. DD towards Cost of bid document. Alternately Bidders can also transfer the cost of bid document and enclose proof of the transfer. 2. Bid Security (EMD) for Rs. 20,00,000/- (Rupees Twenty Lakhs only) to be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (issued by a nationalized/ scheduled commercial Bank (other than Saptagiri Grameena Bank) in favor of "Saptagiri Grameena Bank" payable at Chittoor. BG should be valid for 225 days from the last date for submission of the Bid. 3. Pre-Contract Integrity Pact



11	RFP Coordinator	<p>1. Shri. Vishnu Charan G Chief Manager, Saptagiri Grameena Bank, Head Office, Information Technology Department, 4-2195/1, 2nd Floor, SGB Towers, Vellore Road Chittoor – 517 002. A.P. Email: vishnucharan@sgbank.in</p> <p>2. B Srinivasa Teja Asst Manager, ITD Saptagiri Grameena Bank, Head Office, Information Technology Department, 4-2195/1, 2nd Floor, SGB Towers, Vellore Road Chittoor – 517 002. A.P. Email: edp@sgbank.in</p>
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The RFP document can also be downloaded from:

Bank's website: www.saptagirigrameenabank.in ,

Government e- Market Place (GEM) portal

Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP. However, clarifications, modifications and date of extensions, if any, will be published in website and GEM portal only.

1. **Note:** Saptagiri Grameena Bank does not take responsibility of any offers damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
2. Bank will follow two bidding system Part-I (Technical Bid) of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which quotation is called for. Bidders should enroll / register before participating through e-procurement portal (GEM). Bids have to be submitted online only through Government e- Market Place (GEM) portal along with physical submission of documents mentioned in Point No. 10 of Schedule [A] (Important Dates and Information on RFP Submission). Further Bidders must submit their commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on the e-procurement (GEM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.

Bidders should enroll/ register before participating through Government e- Market Place (GEM) portal. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.



4. Documents to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
 5. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.
- I. The RFP document (and addendums, if any) needs to be signed and stamped by the Bidders and it must be submitted along with the Technical Bid.
 - II. Time is as per Indian Standard Time. The above dates and time are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates mentioned above, the Bids shall be opened on the next working day at the same time specified unless communicated otherwise.

This RFP is issued by,
Information Technology Department,
Saptagiri Grameena Bank,
Head Office,
4-2195/1, 2nd Floor, SGB Towers,
Vellore Road,
Chittoor - 517 002 (A.P)



SCHEDULE [B] GLOSSARY OF TERMS

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to 'Saptagiri Grameena Bank (SGB)' including its Branches, Administrative offices, processing centers/HUBS, cells and all other units and establishments etc.
2. Recipient, Respondent, Consultant, Consultancy firms, Bidder, Applicant means the respondent to the RFP document.
3. RFP means the "Request for Proposal" document.
4. Proposal, Bid means "Response to the RFP Document".
5. Tender means RFP response documents prepared by the Bidder and submitted to 'Saptagiri Grameena Bank'.
6. Selected bidder and the Bank shall be individually referred to as "party" and collectively as "parties". Unless the context otherwise requires, they are also referred as Supplier and Purchaser in this document.
7. The term "Bid" & "Quote/ Quotation" bears the same meaning in this RFP.

ii) Other Terms and abbreviations:

Sr. No.	Terms used in the RFP	Terms and abbreviations
1.	GOI	Government of India
2.	RBI	Reserve Bank of India
3.	IBA	Saptagiri Grameena Banks' Association
4.	GFR	General Financial Rules
5.	UI/UX	User Interface / User Experience
6.	MVP	Minimum Viable Product
7.	SIEM	Security Information and Event Management
8.	POA	Power of Attorney
9.	IMPS	Immediate Payment Service
10.	NEFT	National Electronic Funds Transfer
11.	RTGS	Real Time Gross Settlement
12.	CTS	Cheque Truncation System
13.	NACH	National Automated Clearing House
14.	IEM	Independent External Monitor
15.	DPIIT	Department for Promotion of Industry and Internal Trade
16.	MSE	Micro and Small Enterprises
17.	MSME	Micro, Small & Medium Enterprises
18.	LLP	Limited Liability Partnership



19.	OEM	Original Equipment Manufacturer
20.	EMD	Earnest Money Deposit
21.	SOW	Scope of Work
22.	TCO	Total Cost of Ownership
23.	API	Application Programming Interface
24.	PBG	Performance Bank Guarantee
25.	PAN	Permanent Account Number
26.	ISO	International Organization for Standardization
27.	GST	Goods and Services Tax
28.	FAQ	Frequently Asked Questions
29.	GSTIN	Goods and Services Tax Identification Number

Confidentiality:

*This document is meant for the specific use by the Bidder/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Saptagiri Grameena Bank expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s shall undertake that they shall hold the information received by them under the contract “in trust” and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose of the contract as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on “need to know” basis only and to ensure confidentiality of such information disclosed to them. The Bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.***



SCHEDULE [C] DISCLAIMER

The information in this Request for Proposal ("RFP") document provided to bidders or applicants whether verbally or in documentary form by or on behalf of Saptagiri Grameena Bank, is on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is made available. This RFP document is not an agreement, offer or an invitation by Saptagiri Grameena Bank to enter into an agreement/contract in relation to the service but is meant for providing information to the applicants who intend to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). This RFP is designed with the purpose to assist the applicants/ Bidders to formulate their proposal and does not claim to provide all the information that may be required by the applicants/ Bidders.

Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Saptagiri Grameena Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder require. Saptagiri Grameena Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank's website. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this RFP process and to provide all the services and deliverables under the RFP to the Bank.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.



Saptagiri Grameena Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and GEM Portal and it will become part and parcel of RFP.

Saptagiri Grameena Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Saptagiri Grameena Bank shall be final, conclusive and binding on all the parties.



SCHEDULE [D] GENERAL INFORMATION

Saptagiri Grameena Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for identification of a Bidder (Service Provider) for SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers).

Shortlist of Bidders shall be prepared after evaluation of the technical Bids submitted by the bidders participated in this RFP.

Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria, data & documents required (if any) to be submitted along with RFP, criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document.

The RFP document can be downloaded from GEM portal or from the Banks’ website www.saptagirigrameenabank.in and www.puduvaiharathiargramabank.in and alternatively hard copies of the document can be obtained from Saptagiri Grameena Bank, Head Office, Information Technology Department, 4-2195/1, 2nd Floor, SGB Towers, Vellore Road, Chittoor – 517 002. A.P. and on request by mailing to edp@sgbank.in.



SCHEDULE [E] OVERVIEW OF THE ORGANISATIONS

Saptagiri Grameena Bank(SGB) (referred as Bank or Bank in this document) are Regional Rural Banks(RRB) which are government owned scheduled commercial banks sponsored by Indian Bank. SGB having over 245 branches in Andhra Pradesh State and doing business over 25,000 Crores is headquartered in Chittoor.

The Bank's Information systems and security processes at DC and DRS are regulated by RBI and NABARD. For further details, please visit our banks' website www.saptagirigrameenabank.in.

For convenience and purpose of this RFP, "Bank" denotes and represents Saptagiri Grameena Bank.



SECTION – I

REQUEST FOR PROPOSAL (RFP)

The Bank is interested in identifying vendor for Supply, Installation and Maintenance of IT Infrastructure (Desktops, Laser Printers & Passbook printers).

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. The Bidders should enroll/ register before participating in bidding through GEM Portal. **Except for the documents required to be submitted in physical form to the Bank, Bids have to be submitted online only through GEM portal.** The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. The Commercial Bid (Part II) will be submitted separately along with the bid document.

Interested eligible bidders may submit their quotation for Supply, Installation and Maintenance of IT Infrastructure (Hardware and Software licenses), as specified in Part-I as per the following procedure:

1. Bidders should Apply through GEM Portal. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Bid Documents submitted/sent by any other mode will not be accepted.
2. **Part-I** contains compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.
3. **Part-II** – Commercial along with price break up details to be submitted separately along with the bid documentation (Closed bidding process). After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.
4. Part-I (as per Section-V - Technical & Functional Specifications) & Part-II (as per Section-V - Commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.



6. MAKE IN INDIA

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

i. Definitions: For the purpose of this RFP

- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a RFP, bidding process or other procurement solicitation as adjudged in the evaluation process as per the RFP or other procurement solicitation.
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

ii. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'non-local suppliers' for different types of procurement

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b. In procurement of all goods, services or works, not covered by sub-para ii(a)



above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

iii. Purchase Preference

- a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
- b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier', as per following procedure:
 1. In case there is sufficient local capacity and competition for the item to be procured, as noted by the nodal ministry, only class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'
 2. In other cases, 'Class II local suppliers may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.
 3. If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity, the contract will be awarded to all the qualified bidders as per the award criteria stipulated in the bid document. However, in case 'Class-I local suppliers' do not qualify for award for contract for at least 50% of the tendered quantity, purchase preference will be given to the 'Class-I local suppliers' over 'Class-II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 4. First purchase preference will be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', falling within 20% margin of purchase preference, and so on.



5. To avoid any ambiguity during bid evaluation process, Bank may stipulate its own RFP/tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local suppliers' within the broad policy guidelines stipulated in sub-paras above.
- iv. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- v. **Verification of Local Content:**
 - a. The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/ 'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
 - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India." Declaration to be submitted by bidder as per Annexure-XII.



7. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration for claiming MSME Benefits as per Annexure-IX.

8. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or



- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership (LLP), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

9. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the RFP process at any point without assigning any reason therefor.
- (iii) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.



- (iv) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (v) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.

Note: The tender cannot be split. Either the Bidder on behalf of the Principal/ OEM or the Principal/ OEM themselves can participate in the bid, but both cannot bid simultaneously for the same solution.



SECTION-II

INSTRUCTIONS TO BIDDERS

1. Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

2. Pre-Bid Meeting

- A pre-bid meeting is scheduled to be held through physical/Video Conference on **30.12.2024 at 11:00 AM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **27.12.2024 by 06:00 PM**.

Email id: **edp@sgbank.in**

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i. e. **Rs. 20,000/-** (non-refundable) by way of Demand Draft in favour of Saptagiri Grameena Bank payable at Chittoor, or transferring the amount in the account as detailed in point no. 8 of schedule [A - Important Dates and Information on RFP Submission]. Bidders have to ensure that cost of bid document i. e. Rs. 20,000/- has already been remitted to the account as mentioned in point no. 8 of schedule [A], or submitted by way of demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

**Saptagiri Grameena Bank,
Head Office,
Information Technology Department,
4-2195/1, 2nd Floor,
SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.**

Such Bidders who have not chosen to attend the pre-bid meeting are required to submit the DD for cost of Bid Document through offline/ online mode (as mentioned under point no. 8 of schedule [A]) apart from uploading the scanned DD/ Proof of e-transfer document during e-tendering.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in website



www.saptagirigrameenabank.in GEM portal and informed vide mail to the bidders who have raised queries.

3. Amendment of bidding documents

- 3.1. At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- 3.2. All prospective bidders who are eligible for pre-bid meeting, will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Technical Bid. The amendments, if any, will be published in Bank website and in the GEM Portal and will form part of the Bidding document.
- 3.3. The bid submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

4. Technical Bid

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Any bid document not accompanied by the above will be rejected.

5. Commercial Bid

1. The Bank will open commercial bids after evaluation of Part-I and a notice will be given to the technically qualified bidders.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.

6. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/ by email, and no change in the substance of the bid shall be sought, offered, or permitted.

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information is provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/ all tender in whole or in part without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled



Commercial Bank located in India (other than Indian Bank and its RRBs), in the form provided in the Bidding Documents (Annexure-IV) for a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) valid for 225 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/competent authorities for furnishing the EMD shall be passed on to the bidders.

Unsuccessful Bidders' Bid Security will be discharged or returned. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity
- or
- b) In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.

8. Cost of Bid Document

Cost of Bid Document amounting to **Rs. 20,000/- (Rupees Twenty Thousand only)** is to be submitted along with technical bid in the form of DD favoring Saptagiri Grameena Bank, payable at Chittoor, if not participated in the pre-bid meeting, or through electronic transfer as detailed in point no. 8 of schedule [A].

MSE/ NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure-IX duly signed by company secretary/ Director of the concerned enterprise.

9. Evaluation Criteria

- General evaluation
 - a. The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
 - b. Arithmetical errors will be rectified on the following basis:
 - i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - ii. If there is a discrepancy between words and figures, the amount in words will prevail.
- If the Supplier does not accept the correction of the errors, its quote will be rejected.



- c. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
 - d. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of the quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.
- **Technical evaluation**
The systems offered should meet all the technical specifications as stipulated in the quote (PART I). The Supplier should agree to all the Other Terms and Conditions mentioned in the PART I.
 - **Commercial evaluation**
Technically qualified bidders alone will be intimated to participate in the Online reverse auction through GeM Portal to identify L1 bidder for awarding contract. The eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction. The bidder should have valid digital certificate to participate in the online reverse auction.

The proposals will be evaluated in three stages.

- Phase 1 – Eligibility cum General Evaluation Criteria
- Phase 2 – Technical Evaluation Criteria
- Phase 3 – Commercial Evaluation Criteria

10. Formation of Technical Bid:

- The technical bid will be evaluated for technical suitability as well as for other terms and conditions mentioned in this RFP.
- It should include introduction to the project.
- It should include background of the system integrator / bidder.
- It should include the details of all OEMs and a brief write up on partnership of bidder with OEMs.
- The bidder can submit bids for Desktop PCs, Pass book printers, Laser printers
- It should include a brief summary of understanding of the banks requirements, vendor(s) capabilities, and solution / product description.
- It should include statement of compliance/ acceptance letter – eligibility criteria and requirements as per format.
- It is mandatory to provide the functional & technical details in the exact format as given in the RFP. Correct functional & technical information of the solution being offered must be provided in the structured format. The offer may not be evaluated by Bank in case of non-adherence to the format or partial submission of technical details.
- It should include details of all software licenses and hardware including server(s) / Processor for proposed solution.



- It should include compliance with all technical requirements without deviations.
- It should include detailed architecture of the proposed solution with various features / functioning of the system / sub-system including fail over methodology, replication methodology with bandwidth and network requirements and strategy at both Primary & DR site.
- It should include Road map on scalability, version upgrade / releases, etc. of the proposed solution.
- It should include details of service support infrastructure of proposed solution.
- It should include detailed Bill of material for all the software & hardware components of the proposed solution, without any price information.
- As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

11. Eligibility Criteria

11.1 Eligibility Criteria for Bidder

- The Bidder should be a Public/ Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2024). In case of mergers/ acquisitions/ restructuring or name change, the date of establishment of earlier/ original partnership firm/ limited company will be taken into account. A copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.
- The net worth of the Bidder should not be negative as on 31.03.2024 and the same should not have eroded by more than 30% (thirty percent) in the last three years, ending on 31.03.2024.
- The bidder should have a yearly turnover of Rs. 50 Crores in India for atleast 3 out of last 5 financial years 2019-20, 2020-2021, 2021-2022, 2022-2023, 2023-24 as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement along with auditor/ Chartered Accountant certificate.
- The bidder should have successfully supplied Systems, Passbook printers & Laser printers and its associated software deployed at Customer's Branches & offices in Indian Market in the last 5 years 2020, 2021, 2022, 2023, 2024 for a minimum of 3 PSU Bank or Scheduled Commercial Bank, NBFC, Insurance Company, PSU, Private Organization in India.
- The Bidder should have an active and premium partnership with Hardware OEM to offer their support for Hardware and Software deployed at the Bank. (MAF specific to this RFP to be submitted)
- The bidder should have engineers on their payroll - at least 4 resources at L1 for Field Management support and at least 1 at Head office L2 level Microsoft Certified resource to monitor the L1 resources along with bank.
- The bidder should not have been blacklisted by any Government Department/ PSU/ Banks currently.
- The bidder should be an Authorized partner/reseller of the equipment being quoted in the bid. (MAF to be submitted).
- The OEM/Bidder should have service centers at least 2 of the following centers
Chittoor, Vijayawada, Tirupathi, Madanapalli, Gudivada



12. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves the right to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, the Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations, demos, and any other meetings during the process.

13. Liabilities of the Bank

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

14. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/ templates are the sole property of Saptagiri Grameena Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter- alia causes the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Saptagiri Grameena Bank and will not be returned.

15. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.



SECTION – III

CONDITIONS OF CONTRACT

Broad Scope of Work for SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)

SCOPE OF WORK

- a) Bidder to Supply and Install Systems (Work stations), Pass Book Printers, Laser printers.
- b) To supply, commission, install, test, configure and maintain the PCs and peripherals, which are approved by the Bank, at various offices of the Bank. Configuration will include IP Setting, browser settings for CBS, migration of data from old PC to new PC and configuration of add on devices such as printers, scanners etc. The successful bidder will also coordinate with Bank officials and provide the necessary assistance for successful installation, integration and functioning of application at HO & RO.
- c) Quoted make and model should not be declared end of sale by OEM within the rate contract period & OEM support for the quoted model must be available for the period of agreement. In case OEMs declare the model as End of Sale within the contract period or End of Support during the period of agreement, the successful bidder shall be responsible to arrange the replacement of equivalent or higher configurations component in consultation with the OEM or continue to support till the period of contract without any extra cost to the Bank.
- d) The successful bidder will generate the configuration / specification report from the Desktops and present the printout of same along with installation report to the branch / office for their verification & signatures.
- e) The successful bidder has to undertake BIOS upgrade wherever the requirement is felt by the Bank. Warranty / AMC would cover maintenance patches / bug fixes (available from the original software vendor) for system software & firmware patches / bug fixes, if any, for hardware.
- f) Obtaining the Road permits, statutory forms, etc. will be the sole responsibility of the successful bidder. However, Bank will sign the necessary forms as purchaser, as per the requirements.
- g) Bank has implemented the active directory services and desktop management. It will be the responsibility of the successful bidder to configure the same and install DM in the formatted system and newly installed systems as and when required. Standard operating procedure and remote assistance shall be provided by Bank.
- h) The successful bidder has to deliver endpoints, install and configure the same following best practices of desktop hardening guidelines in newly installed systems or in the formatted system.
- i) All Desktops must be preloaded with Windows 11 Pro OS and must have a provision to be upgraded as and when requested by the bank. The OS supplied should not be End of Support during the entire Contract Period i.e. (Warranty) In case, the OS is declared End of Support during the Contract Period, the same should be upgraded to the latest version, without any extra cost to the Bank.
- j) All Banking applications should be operational on the system supplied by the successful bidder. In case any operating system reloading/upgrading is required on the system supplied by the successful bidder as per Bank's request, the same will be done by the successful bidder without any additional expenses.
- k) The successful bidder will prepare and perform Gold / Ghost Image of Bank specific configuration & OS and get it pre-loaded at factory level before dispatch and perform the



remaining configuration changes at the site. The successful bidder is required to make RFP for Supply, Installation and Maintenance of Desktops and Peripherals separate Gold / Ghost image for different desktop configurations. The Gold / Ghost images need to be updated by the successful bidder on periodic basis as and when required by the Bank. Installation of MS Office & similar other utilities (to be provided by the Bank), data migration from existing desktop to new desktop and making necessary configuration for operationalization of CBS, Internet, Intranet Portal, E-Mail and other important URLs etc. in the PC are also under scope of work of the successful bidder.

- l) The successful bidder has to provide genuine Windows OS license key for each of the desktops supplied during the contract period.
- m) The successful bidder has to deliver endpoints, install and configure the same following best practices of desktop hardening guidelines in newly installed systems or in the formatted system.
- n) Mean Time Between Failures (MTBF): If during the warranty period any hardware and/or software items fail on three or more occasions in a quarter, such hardware items shall be replaced by equivalent /superior new hardware items by the bidder at no additional cost to the Bank.
- o) All the peripherals pertain to the Desktop system like Keyboard, Mouse, Monitor should be from the same OEM.
- p) The successful bidder must supply Desktop, Laser printer & Passbook printer. Under no circumstances does the part of the bid will be allocated.
- q) The successful bidder must do quarterly preventive maintenance service for all the systems, printers without fail and the details are to be submitted to the bank.
- r) During the warranty the supplier/Service provider should respond within 1 day to call logged and commence repair work within same/next working day. If the problem is not sorted within next working day a penalty @ RS.200 per every working day or part thereof will be levied from the vendor.

1.1 Scope of Facility Management Services

Total Onsite resources: 5 (One each at HO and 4 ROs)

1. The bidder to Deploy Onsite Engineers as above who will be available from (9:30 AM to 6:30 PM) on all working days in the regional offices & Head office who will be working with Bank's IT Team on day-to-day basis for hardware and software management.
2. If required the onsite resource should travel to the remote location for early restoration of systems and printers. Bank will not pay for any travel, food and accommodation for such visits.
3. The resources should be trained and certified on the hardware and the software solutions proposed by the bidder and should have minimum experience of 3 years in relevant field. Onsite engineer posted at HO should be Microsoft certified resource.
4. The Onsite resources will be responsible for the complete end-to-end project management, installation, implementation, monitoring, CBS configuration, Printer configuration (Laser & Passbook printer), domain configuration, Adding printers in the domain,
5. The FMS team is responsible for maintaining detailed documentation for configurations, procedures, and troubleshooting steps.
6. The FMS team must collaborate with other IT teams (Bank team/NOC/SOC/Audit teams) for integrated solutions and problem resolution.
7. The FMS team must implement automation scripts and tools to streamline repetitive tasks.
8. The resources must stay updated with industry trends and technologies and provide



- knowledge transfer to Bank as and when required.
9. Facility management Support team shall publish reports to the Bank team/management as per defined frequency but minimum twice in a day regarding real time factual status of all IT assets and uptime of the solution as per Service Level Agreement.
 10. Submission of periodical reports on the performance of the proposed Solution and its reviews. Preparation and submission of other MIS related work assigned by the Bank.
 11. Defining crisis management and emergency response procedures.
 12. Installing and testing the OS/ patches and upgrades as and when requested by the bank.
 13. FMS Team shall obtain the necessary approval from the Bank for downtime, if required, for the patches or upgrades implementation.
 14. FMS Team shall follow up and coordinate with OEM/ other support vendors for patch deployment.
 15. Root Cause Analysis (RCA) of the incidents and reporting of Security incidents.
 16. Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations and should be updated whenever there is any change or addition is made.
 17. The FMS team shall optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.
 18. SLA Maintenance / Management, monthly Uptime reports, utilization reports & reporting of all the devices.
 19. The Bidder shall be responsible for providing the timely resolution of the systems, printers, Operating System related issue raised by the Bank.
 20. The bidder has to ensure the support from respective OEM for infrastructure provided to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any extra cost to bank.
 21. The bidder will also provide suitable on-site technical staff to supplement the efforts of the on-site support resources during emergencies / contingencies, which might impact the systems, systems and services, covered under this scope.
 22. The bidder shall provide backup resources in case any of the FMS Team member avails leave.
 23. In case of exigency, support arrangements should be available during off-hours as a part of the crisis / incident management process.
 24. Coordinate with all the teams for follow-up for open tickets & activities.
 25. Resolving technical issues & lodge tickets with OEM, have follow-up for closing calls wherever necessary.
 26. Identify and implement best practices / configurations on solutions under their purview.
 27. The Bank may also reduce/increase the manpower requirements during the project duration if workloads reduce/increases due to any reason.
 28. In case of absence of a support engineer, it is the responsibility of the Bidder to provide equivalent skilled resources onsite for the above-mentioned scope of work. Failure may attract penalties.
 29. FMS Team shall ensure patching & hardening for all systems, and get the same cleared from the Information Security Cell /SOC of the Bank. The FMS team has to prepare a patching calendar as per the frequency of the patch released by the OEM team and share the same with the bank team.
 30. Do periodic preventive health check / version upgrades for solutions under their purview.
 31. Identify and implement best practices / configurations on servers, systems, databases, and other components under their purview.
 32. Providing service metrics to help assess how effective Bank's operations are running.
 33. During the contract, the bidder and its employees shall at all the times comply with & abide by the security policy of the bank, as the same may be applicable to or in respect of the works and the provisions of the contract.
 34. Confidentiality of the network setup, configurations and all related details including the addressing scheme etc. shall not be disclosed by the vendor to any third parties or persons (except to bidder's own employees and that too only to those employees or representatives who need to know the same).



35. FMS Team will follow and comply with the procedures and policies, applicable to the scope of work mentioned above laid down by the Bank vide IS Security Policy, IT Policy and other Bank policies from time to time and also extend full cooperation to the auditors designated by the Bank.
36. The deputed personnel at Bank will inform the Bank about any correspondence with external entities pertaining to any point mentioned in the scope of work above.
37. Depending on the sensitivity and criticality of the services or data provided, the Bank will consider commissioning or requesting a review of the bidder's internal control structure for ensuring that any confidential/restricted/internal information of the Bank is maintained securely. The vendor will assist and cooperate with the Bank auditors in a way as they are expected to assist and cooperate with their audit.
38. All the onsite FMS resources deputed at the bank should have a Police verification report. The bidder needs to submit the Police Verification report of FMS resources along with all documents at the time of joining the onsite FMS team
39. The Facility Management charges shall be paid by the bank in equal quarterly installments in arrears within thirty (30) days from the date submission of invoice after completion of respective period, subject to satisfactory services rendered from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule.
40. Bank at its discretion can terminate the FMS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.
41. The engineers to be deputed will be interviewed by Bank officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s). Bidder should share Engineer's resume along with qualification details, relevant certification and work experience.
42. The deputed personnel should be prepared to work for extended hours in case of need.
43. The bidder needs to deploy manpower within 6 weeks from the date of Purchase Order for implementation, and deploy manpower at least 1 week before (planned) go-live for maintenance of the deployed infrastructure (warranty period).
44. The members of the on-site team should be provided with mobile phones by the vendor and the details like Name, Address (Inclusive of Residential Telephone Number (Residential), Mobile Number should be provided to the Bank.
45. Name of emergency contact personnel with relationship and Telephone number should be provided to the Bank.
46. Disability if any or suffering for any disease should be informed to the Bank in advance.
47. The on-site team shall maintain an attendance register and the same should be sent monthly to the Bank.
48. The on-site team shall not be changed without prior approval from the Bank and adequate notice (minimum 1 month). Any resigned resource of the on-site team should not be relieved before giving suitable replacement.
49. The absence of any resource must be complemented with an equally skilled resource.
50. If the engineer is found to be not qualified / suitable / his performance is not satisfactory, the vendor will have to replace the engineer within 45 days of written communication from the Bank regarding the same.
51. The cost agreed upon for the resource will be fixed for the period of 5 years and purchase order will be issued based on the requirement of the bank. However, charges for onsite resources will be applicable from the date of acceptance/Project Sign off the solution of the bank.
52. Bank may take additional resource/s as per fixed price through this RFP process.
53. The Bidder has to provide complete support for end-to-end installation, implementation and maintenance of the proposed solution during the project tenure and bidder will be responsible for attending complaints during bank working hours or as per the working timings decided by the bank.
54. The Support should include advising & helping the bank in implementing controls for the risk advised by bank information security dept./regulators/Govt of India.



55. Support has to cover to solve day-to-day issue and any other issues to the bank as per SOW/SLA at no extra cost.
56. The bidder shall be responsible for providing the resolution of the issues and implementation of the same to resolve the issue. If the issue requires OEM's technical person's intervention, bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for the resolution of the issue.
57. Inventory details to be maintained by FMS Team having the support and configuration details of the Hardware & Software as per format provided by the bank and should be provided to bank immediately on requirement.

2. Period of Validity of Bids

Bids should remain valid for 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

3. Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney/ authority letter authorizing the signatory to sign the bid.

4. Payment Terms

Prices of below mentioned IT equipment will be arrived through Reverse Auction by the Bank and the Base price thus arrived will be fixed for entire contract period of 5 years:

The following documents shall be furnished at destination branches / offices.

- I. Supplier's Original Invoice showing order number, goods description, quantity, unit price, total amount.
- II. Delivery Note/challan showing the full details of the consignment
- III. A copy of Insurance Certificate
- IV. Manufacturer's / Supplier's Warranty Certificate
- V. Inspection Certificate issued by the nominated inspection agency, if any.

On Delivery:

Ninety (90) % of the price of the Desktop Systems delivered at the respective location will be paid up on submission of invoice and proof of delivery and other relevant documents.

Installation:

Ten (10) % of the price of the Desktop Systems will be paid on submission of Installation Certificate duly counter-signed by the Bank's representative



- Cost for Onsite resources will be paid in equal Quarterly installments in arrears within 30 days from the date of submission of invoice after completion of respective period, subject to satisfactory services rendered from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule and submission of copy of the Certifications detailed for each of the resources.

Note:

- TDS will be deducted for the payment, if applicable.
- All payments will be released within 30 days from the date of receipt of invoice subject to submission of proof and other related documents. Vendor has to submit the invoices, milestone sign-off & other documents required for release of payment.
- The Bank shall have the right to withhold any payment due to the supplier, in case of delays or defaults on the part of the supplier. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items/ activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the supplier in the price bid against such activity / item.

5. Project milestone and timeline:

Delivery of Hardware for initial Purchase Order:

- Total time for Delivery of Hardware as quoted in the bid at all the locations should not exceed Six (6) Weeks from the date of PO.

Installation:

- Total time for installation and setup of the solution as per the requirement of the Bank to be completed within Two (2) weeks from the date of Delivery of Hardware.

Onsite Resources:

- The bidder needs to deploy manpower within 6 weeks from the date of Purchase Order.

6. Change Orders

The Bank may at any time, by a written order given to the bidder make changes within the general scope of the Contract in any one or more of the following:

- the place of delivery; and / or
- the Services to be provided by the Supplier;
- Quantities to be supplied subject to 25% above or below the originally declared quantities.

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.

7. Service Level Agreement (SLA)

The successful bidder is bound and to comply the Service Levels as described below:

1. At the discretion of the bank, the equipment shall be maintained by you for a period of five (5) years (Desktops and printers). The Warranty should be comprehensive and onsite including the replacement of spares.
2. Any patch released for the software / OS / firmware supplied should be ported free of



cost.

3. You should accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption. If any critical component of the entire configuration is out of service for more than two days, you should immediately replace it at your own cost.
4. During the warranty the supplier/Service provider should respond within 1 day to call logged and commence repair work within same/next working day. If the problem is not sorted within next working day a penalty @ RS.200 per every working day per equipment or part thereof will be levied from the vendor.
5. If no payment is due for the penalty calculated and agreed upon should be paid to the bank by service provider/Supplier before the expiry of the contract.
6. If the service provider/Supplier fails to pay the penalty by end of contract period. Bank may invoke the performance guarantee for the sum equivalent to the amount receivable by the bank.
7. Hardware failure: If during the warranty/AMC period, any equipment has hardware failures for more than three occasions in a quarter, it shall be replaced by new equipment by you at no extra cost to the bank.
8. Dedicated portal/helpdesk/support/escalation matrix to be provided during the contract period.
9. The penalty will be deducted in the next payment due to the bidder. In case, Bank is unable to adjust penalty in subsequent payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.

Bank has the right to recover or withhold any dues pending or payable to the bidder in case of any breach in the SLA terms.

8. Installation Requirements

The Supplier will test all hardware & software integration, operations and accomplish all adjustments necessary for successful and continuous operation of the solution at all installation sites.

A satisfactory report / confirmation to that extent must be provided by the bidder to the Bank for Sign off on the installation/implementation.

9. Contract Period

The contract period will commence from the date of signing the SLA and will be valid up to a period of five years. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

10. Warranty

Free onsite comprehensive warranty for all products shall remain valid for 60 months for Desktop system and printers after the Goods have been installed at the final destination indicated in the Contract, or 63 months from the date of receipt of the goods at the final destination, whichever period concludes earlier.

I. Preventive maintenance of the systems supplied by you should be carried out every quarter during the warranty and AMC period.

II. Remedial maintenance service should be available on call. Both the above should be with no additional charge.



11. Sub-Contracting

The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

12. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 Bidder. The Bank may, at its discretion, remove any components/line items from the purchase proposal if it feels that the prices quoted after RA are not reasonable.

13. Insurance

- The goods supplied shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.
- The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.
- Bidder shall be required to take out insurance at his own cost and initiative and keep in force at all times during the Shipment, installation and Entire period of the contract of Insurance against the risks or fire, Lightning, Flood, Inundation and Theft and against any other damage and loss for the full value of the hardware supplied to Saptagiri Grameena Bank. It will be the responsibility of the hardware OEM to lodge with Insurers and follow up of claims if any.

14. Place of Delivery

Delivery locations are situated in the erstwhile Chittoor and Krishna Districts of Andhra Pradesh. Exact Delivery Locations will be provided in Purchase Order.

15. Delays in the Supplier's Performance

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract or the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

16. Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chittoor. Compliance with labour and tax laws, etc. will be the sole responsibility of the service provider at their cost.



17. Liquidated Damages (LD)

➤ **On Project Implementation:**

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.

➤ **On Delay in deployment of FMS:**

The bidder shall deploy the required resources as per scope under FMS at Bank centralized locations within 6 weeks from the date of Purchase order. If the Supplier fails to deploy the resources within the time period specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct a sum equivalent to 0.5% per week of the total FMS cost for each week or part thereof of delay, until actual delivery subject to maximum deduction of 10% of the total price of the Facility Management Support.

Penalty charges will be deducted from any amount payable to bidder under this contract.

➤ **During the Contract Period:**

During the contract period, any breach in the SLA terms specified, Bank has the right to withhold or recover any payments payable/due to the bidder.

18. Bank's right to accept or reject any bid or all bids

- The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action
- Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

19. Performance Security

- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 10% of the contract amount in the form of a Bank Guarantee valid for 63 months with further one-month claim period in the format enclosed (Annexure-V).
- The performance security shall be taken from a Scheduled Commercial Bank in India other than Indian Bank and its RRBs.
- The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.
- Failure of the successful bidder to comply with the requirement of signing of contract and performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

20. Limitation of Liability

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity.



- b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

21. Indemnity Clause

If at the time of the supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

22. Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

23. Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent,



trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof.

24. IT Act 2000

The equipment to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

25. Intellectual Property Rights (IPR)

- Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.
- The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

26. Acceptance of Purchase Order

Acceptance of purchase order should be submitted within 15 days of issuance of purchase order along with authorization letter. If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, Bank shall invoke bid security and blacklist the bidder for a period of one year.

27. Signing of Contract Form, NDA and SLA

Within thirty (30) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-VIII) and Service Level Agreement and return it to the Bank. Pre-Contract Integrity Pact (Annexure-VII) executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

28. Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank



and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chittoor, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall



be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).

f) Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the Bank shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse.

29. Authorization Letter from OEM

The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure-VI. The letter should specific to this RFP and must be dated on or after the date of publishing this RFP in GeM. If bidder is an OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.

30. Coverage of Successful Bidder under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (EPF & MP Act 1952)

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

31. Exit Requirements

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

32. Termination for Convenience

The Purchaser, by 90 days' written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- to have any portion completed and delivered at the Contract terms and prices; and
- / or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.



33. Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- if the Supplier fails to perform any other obligation(s) under the Contract.
- If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

34. Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and 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 beyond reasonable control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

35. Negligence

If the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the



Bank or contravenes any of the provisions of this RFP or any agreement to be executed subsequent to award of contract in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.

36. Amalgamation

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

37. Inspections and Tests

- The Purchaser or its representative(s), RBI or any statutory bodies, shall have the right to visit and /or inspect any of the Bidder's premises to ensure that software / code provided to the Bank is secured. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained/ authorized for these purposes.
- Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.
- Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.
- The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Purchaser.
- The supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/ regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection.

38. Use of Contract Documents and Information

The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The successful bidder shall not, without the Purchaser's prior written consent, make use



of any document or information pertaining to this contract except for purposes of performing the Contract.

39. Pre-Contract Integrity Pact

Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per Annexure-VII of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Pre-Contract Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

Adoption of Pre-Contract Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-VII. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.



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- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:
- Change of law / policy / circular relating to Pre-Contract Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.
- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the organization concerned.

40. General Terms and Conditions

General Terms:

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- The bid should be valid for 90 days from the date of submission of bid and can be further extended on request if the Bank
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.
- All the hardware supplied should be under back to back support from OEM, OEM letter for the same to be submitted.
- All equipment supplied should be factory assembled.
- Call logging facility to be made available on 24*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished
- Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- Detailed documentation of installation and solution has to be provided after successful installation.
- All cables and accessories required to make the equipment working to be provided.
- Performance issues to be solved by the supplier without any additional cost to the bank.



- All the Hardware & Software should be of latest version at the time of delivery.
- Bank may, at its discretion, remove any components/line items from the purchase proposal if it feels that the prices quoted after RA are not reasonable.
- Post Reverse Auction, the price break up for the line items must be submitted by the bidder within 24 hrs to the Bank.

Representation and Warranties:

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
 - (a) no legal proceedings pending or threatened against Bidder or any sub-Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
 - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any



agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or

c) Will violate any provision of the Memorandum and Articles of Association of the Bidder.

- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability, or admissibility in evidence of the Contract have been made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.
- xii. Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

No Rights to Set off:

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the agreement to the Bidder for any payments receivable under and in accordance with that business.

Publicity:



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

Conflict of Interest:

The Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / appointment as soon as practical after it becomes aware of that conflict.

Notices and Other Communication:

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

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

Severability:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this RFP shall not be affected or impaired.



SECTION - IV

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GEM PORTAL

1. SUBMISSION OF BIDS THROUGH GEM PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of technical specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender.

*(*Please refer checklist under Annexure of this tender for more details)*

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

3. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.



- a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned under point no. 8 of Schedule A)
- b) Bid Security (EMD) in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised / scheduled commercial Bank (other than Saptagiri Grameena Bank) in favour of "Saptagiri Grameena Bank" payable at Chittoor.
- c) Pre-Contract Integrity Pact

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document.

The bidder is requested to submit the original documents (as mentioned under point no. 4 of Schedule [A]) in a Sealed Envelope on or before **24.01.2025** to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as "**Request for Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)**" and the words '**DO NOT OPEN BEFORE 24.01.2025**'

4. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit GEM portal or banks Website.



SECTION-V

PART I - Technical and Functional Requirements

Date:

The General Manager,
Saptagiri Grameena Bank,
Head Office,
4-2195/1,
2nd Floor, SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.

Dear Sir,

Sub: SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)

Ref: Your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024

Referring to your above RFP, we submit the compliance details of the specifications given below:

The features required are classified/ listed against each of the specifications and their compliance status have been provided. The response to the product feature will be evaluated as per the matrix detailed in the RFP document.

TECHNICAL SPECIFICATIONS:

The detailed technical requirement for each of the feature is as follows:

Desk Top:

S.No	Item	Specifications
1	Form Factor	Tower/Micro Tower/Mini Tower
2	Chassis	Tool-less Chassis (Tool-less Hard Drive, Memory & Optical drive Removal)
3	Chipset	Intel Q670 or Higher or equivalent Chipset
4	Processor	Intel® 12th Generation Core i3-12100 or Higher or equivalent Processor
5	Mother Board	OEM Make
6	Memory	16 GB DDR4-3200 Memory expandability up to 64 GB
7	Storage	1TB SATA 5400RPM HDD or higher
		and 250GB PCIe NVMe SSD for OS
8	Graphics	Intel® UHD Graphics 730 or equivalent
9	Audio	Integrated audio controller
10	Operating System	Factory Preloaded Microsoft Windows 11 Professional



11	Networking	Integrated Intel Gigabit 10/100/1000 Ethernet Controller
		Intel® Wi-Fi 6E AX211 802.11ax 2x2 with Bluetooth
12	Ports	10
		USB: 4 USB 2.0, 2 USB 3.2 Gen 1, 2 USB 3.2 Gen 2, 1 USB Type C
13	Slots	1 PCI Express v4.0 x16 , 1 PCI Express v4.0 x1, 1 PCI , 2 M.2
14	Bays	2X 3.5" Internal , 1 External bay
15	Keyboard	USB Wired Keyboard,
16	Mouse	USB Optical Wired Mouse
17	Power Supply	180 W or Higher with 92% efficiency or better
18	Security	Hardware based endpoint security controller TPM 2.0
19	Certifications	Microsoft Windows 11
		FCC,CE, RoHS, UL, EPEAT, Energy Star, TCO, MIL STD 810
		ISO 9001,14001,20001,27001 for OEM
20	Display	19.5" or above with Minimum resolution of 1920X1080, with VGA/HDMI, TCO 8.0 Certified (Same OEM as desktop) with internal speaker of at least 2W. Monitor with external adapter will not be accepted.
21	Warranty	5 Years onsite Comprehensive warranty

Passbook printer

S.No	Item	Specifications
1	Printing Method	Serial Impact – Bi-directional
2	Printer Type	Pass Book Printer 24 Pins - 94 col
3	Print speed	535 cps (10 cpi) in USD or higher, 480 cps (10 cpi) in HSD or higher, 360 cps (10 cpi) in Draft or higher
4	Paper types	Passbook Width 110 - 241.3 mm Length Horizontal: 127 - 220 mm, Vertical: 85 - 220 mm Thickness Maximum: 2.6 mm, Cover Page: 0.2 0.5 mm, Each Page: 0.1 - 0.15 mm Cut Sheet Size Width 65 - 243 mm Length 65 - 297 mm Thickness Single Sheet: 0.065 - 0.19 mm Multi Part: 0.12 - 0.53 mm
5	Support for Multipart Stationery	1 original + 6 Copy
6	Buffer size	128 KB or higher
7	Interface availability	Serial and USB required
8	Emulations Availability	PR2, WNI4915, IBM4722, IBM PPDS, ESC/P2, ESC/P2 + ESC/MC



9	Ribbon life	5 Million characters or higher
10	Mean Print Volume Between Failure	20 million lines or higher
11	Mean Time Before Failure (MTBF)	10000 POH or higher
12	Print Head Life	400 million strokes / wire or higher
13	Printer Software & Driver	Microsoft Windows 8 or higher. Windows Server 2012 or higher
14	Other Features	Acoustics - Approx. 55 dB(A) or lower
15	Power Consumption	62 W or lower
16	Power supply	AC 220 - 240 V
17	Warranty	5 Years including printer head

Laser Printer

S.No	Item	Specifications
1	Printing Method	Laser
2	Printer Type	Duplex printing capability
3	Print speed	30PPM (A4 size) or above
4	Paper types	Legal size
5	Resolution	600 x 600 DPI resolution or above
6	Interface availability	USB 2.0 or above, Necessary data cable to be supplied to connect the printer to USB port of PC LAN - 10Base-T/100Base-TX
7	Cartridge/Toner	Toner should be brand new and no refilled toner should be supplied. Yield for the cartridge should be more than 2600 pages (defined as per ISO/IEC standard) or above and cartridge model needs to be provided with the tender.
8	Printer Software & Driver	Microsoft Windows 8 or higher. Windows Server 2012 or higher
11	Power supply	AC 220 - 240 V
12	Duty cycle (A4) monthly	35000 pages or above
13	Warranty	Comprehensive warranty for 5 years should cover all parts including fuse assembly set except toner and plastic parts.

All the necessary fixtures like cables, adaptors and other accessories required for proper functioning of all the equipment mentioned above is to be supplied at no extra cost



PART – II

Commercial Bid

(Price bid along with Breakup to be submitted with Technical Bid in a separate envelope)

Date:

To

The General Manager,
Saptagiri Grameena Bank,
Head Office,
4-2195/1,
2nd Floor, SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.

Dear Sir,

Sub: Request for Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)

Ref: Your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024

We submit hereunder the price breakup details.

S.No	Item	Qty	Unit Price	Total Price	GST	Total Price incl GST
1	Desktop With Wifi and Bluetooth	100				
2	Desktop Without Wifi and Bluetooth	700				
3	Passbook Printer	200				
4	Laser Printer	250				
5	On site resource – L1	4				
6	On site resource – L2	1				

Total Cost of Ownership (TCO) for 5 years of the Project:

Total Cost of Ownership (TCO) for a period of 5 years	Rs.
In words: Rupees	



PRICE STATEMENT:

Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.

Total Cost of Ownership (TCO) for IT Infrastructure is for the entire contract period (inclusive of all duties, levies, freight, insurance, warranty, etc. and inclusive of all applicable taxes, is Rs. (in figures)

Rupees..... (in words).

(Octroi/ Entry Tax if any, will be reimbursed on submission of original receipts.)

We submit that we shall abide by the details given above and the conditions given in your above tender.

For

Office Seal

Place:

Date:

(Authorized Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:



(LIST OF ANNEXURES)

ANNEXURE-I (Bid Form)

Bid Form

(Bidders are required to furnish the Bid Form on its letter head)

Date: _____

To

The General Manager
Saptagiri Grameena Bank,
Head Office,
4-2195/1,
2nd Floor, SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.

Dear Sir,

Sub: Request for Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)

Ref: Your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to **10** % per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.



We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated thisday of 2023

Signature

.....
(In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder)

.....
.....
.....

Mobile:

Email



ANNEXURE-II (Blacklisting – Self Declaration)

Self-Declaration – Blacklisting

To

The General Manager
Saptagiri Grameena Bank,
Head Office,
4-2195/1,
2nd Floor, SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.

Dear Sir,

Sub: Request for Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)

Ref: Your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024

We hereby certify that, we have not been blacklisted by any Government Dept. / PSUs / Banks/ PSBs / Financial Institutions currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



ANNEXURE-III (Contract Form)

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....2023 Between Saptagiri Grameena Bank, having its Head Office at 4-2195/1, 2nd Floor, SGB Towers, Vellore Road, Chittoor – 517 002. A.P. (hereinafter “the Purchaser”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called “the Supplier”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Purchaser invited bids vide RFP No.for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Functional & Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser’s Notification of Award/Purchase Order.
 - (f) the RFP including Addendum/s & corrigendum/s.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said(For Saptagiri Grameena Bank)

in the presence of:

Signed, Sealed and Delivered by the

said(For the supplier)

in the presence of:



ANNEXURE-IV
BID SECURITY FORM

Whereas..... (Hereinafter called "the Bidder") who intends to submit its bid..... for the supply of(name and/or description of the goods)(Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (name of bank) of (name of country),having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Saptagiri Grameena Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Authorized Official of Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



ANNEXURE – V (Performance Security Format)

Bank Guarantee No.

Date:

To: SAPTAGIRI GRAMEENA BANK,
Chittoor,
INDIA:

WHEREAS.....(Name of Supplier) hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No..... dated to.....(Description of Goods and Services) (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to issue said Bank Guarantee in your favour:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of 202_

Signature of Authorized Official with Seal

.....
Date.2023
Address:
.....
.....

NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



ANNEXURE-VI (Manufacturer's Authorization Form (MAF))

No.

Date :

To

The General Manager
Saptagiri Grameena Bank,
Head Office,
4-2195/1,
2nd Floor, SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.

MAF for your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024

Dear Sir,

We who are established and reputable manufacturers/ developer of*(name of product offered)* do hereby authorize M/s.....*(name and address of Agent)* to submit a Quote, and sign the contract with you for the solution offered by us against the above RFP (Request for Proposal).

We hereby extend our full warranty/support as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP (Request for Proposal). We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

Yours faithfully,

(Name)

(Name of OEM)

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the OEM. It should be included by the Bidder in its bid.



ANNEXURE-VII (Pre-Contract Integrity Pact)

(To be submitted on Non - Judicial Stamp Paper)

PRE-CONTRACT INTEGRITY PACT

Between

**Saptagiri Grameena Bank hereinafter referred to
as “The Bank” and**

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

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers) The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

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

Section 1 – Commitments of the Bank

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

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.
- d) Undertaking by the authority that officials won't demand or accept bribes, kickbacks, gifts, facilitation payments, etc., with appropriate administrative, disciplinary, civil or criminal sanctions in case of violation.

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



Section 2 – Commitment of the Bidder(s)/ Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidders shall not approach the Courts while representing the matters to IEMs and he / she will await the decision in the matter.
 - g. Undertaking by each bidder that it has not paid and will not offer or pay any bribes, kickbacks, facilitation payments, gifts, etc., in order to obtain or retain a contract; along with the appropriate contractual, administrative civil or criminal sanctions in case of violation
 - h. An undertaking by each bidder that it has not colluded and will not collude with other bidders in order to rig or influence the tender process in any way
 - i. An undertaking by each bidder to disclose to the authority and the monitor all payments made, or promised, in connection with contract in question to anybody (including agents and other middlemen). This refers to payments made directly as well as indirectly through family members, etc.



- j. The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the corresponding sanctions, remain in force for the winning bidder until the contract has been fully executed.
- k. The explicit acceptance by each bidder that it will have to provide the same IP undertakings from all its subcontractors and joint-venture partners.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
3. The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

Agents/Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor /stockist of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services referred to in this tender/offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at anytime to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects /program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund agents /agency commission payments to the buyer made by the Seller/Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

Section 3– Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.



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

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority



- designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
 4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
 7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 8. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Pre-Contract Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

This agreement is subject to Indian Law, Place of performance and jurisdiction, i.e. Chittoor.

1. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
2. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
3. Should one or several provisions of this agreement turn out to be invalid, the reminder of



this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

4. In the event of any contradiction between the Pre-Contract Integrity Pact and its Annexure, the Clause in the Pre-Contract Integrity Pact will prevail.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

Sanctions for Violation

If the Bidder(s)/Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned here in below:

- i) To disqualify the Bidder/Seller with the tender process and exclusion from future contracts.
- ii) To debar the Bidder/Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder/ Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv) To encash EMD/Advance Bank Guarantees/Performance Bonds/ Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.

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

Compensation for Damages

If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.



Price Fall Clause

The Bidder undertakes that it has not supplied/ is not supplying same or 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 or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price 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 parties hereby sign this Pre-Contract Integrity Pact aton
.....

(For & On behalf of the Bank)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____



ANNEXURE-VIII (Non Disclosure Agreement)

THIS AGREEMENT made and entered into aton this theday of.....2023 between **SAPTAGIRI GRAMEENA BANK**, a body corporate constituted under the **Regional Rural Banks Act 1976**, having its Corporate Office at 4-2195/1, 2nd Floor, SGB Towers, Vellore Road, Chittoor – 517 002. A.P. , hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “Supplier” which term shall wherever the context so require includes its successors and assigns,
WITNESSETH:

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to procure Customer Relationship Management Platform.

M/s..... Limited has been engaged in the business of providing the services for **SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)**.

The parties have entered into agreement dated _____for providing the services for **SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)** (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.



Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information:

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3. Exemptions:

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented.

Is disclosed without similar restrictions to a third party by the Party owning the confidential information



Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of Confidential Information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire Agreement



This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute Resolution Mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chittoor.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/ other legal recourse.

11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chittoor.

12. Indemnity Clause

"The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants."

13. Governing Laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorized signatories

BANK
M/s



ANNEXURE-IX (Declaration for MSE Benefits)

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To

Date.....

The General Manager,
Saptagiri Grameena Bank,
Head Office,
4-2195/1, 2nd Floor, SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.

Dear Sir,

Sub: Request for Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)

Ref: Your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024

This has reference to our bid submitted in response to your Request for Proposal (RFP) **Ref: Your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024** floated for **SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)**

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



ANNEXURE-X (Land Border Declaration)

**Declaration On Procurement from a Bidder of a Country which shares a land border
with India**

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTERHEAD)

To

The General Manager,
Saptagiri Grameena Bank,
Head Office,
4-2195/1,
2nd Floor, SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.

Dear Sir,

**Sub: Request for Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF IT
INFRASTRUCTURE (Desktops, Laser Printers & Passbook printers)**

Ref: Your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the firm**>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



ANNEXURE-XI (Installation Certificate format)

**PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE
BANK AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT**

Date:

Sub: Certificate of commissioning of equipment.

Ref: Purchase Order No.

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- (a) Purchase Order No. _____ dated _____
- (b) Description of the equipment _____
- (c) Quantity _____
- (d) Date of delivery _____
- (e) Date of commissioning and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account:

S.No. Description Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily* or
The supplier has failed to fulfil its contractual obligations with regard to the following:

- (a)
- (b)

Signature _____

Name _____

Designation with date and stamp _____

* Explanatory notes for filling up the certificates:

(a) The Supplier has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) The Supplier has supervised the commissioning of the equipment in time i.e. within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the system.

(c) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.



**ANNEXURE-XII (Make in India
Certificate)**

Certificate of Local Content as per Make in India Guidelines (For Individual Components)

To,

Date

The General Manager,
Saptagiri Grameena
Bank,
Head Office,
4-2195/1,
2nd Floor, SGB Towers,
Vellore Road,
Chittoor – 517 002. A.P.

Dear Sir,

**Sub: SUPPLY, INSTALLATION AND MAINTENANCE OF IT INFRASTRUCTURE
(Desktops, Laser Printers & Passbook printers)**

Ref: Your RFP No. HO/ITD/1072/2024-25 dated 21.12.2024

This is to certify that proposed _____ **<product details>** by
M/s

..... is having the local content of _____ % as defined in
the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

S. No.	Make and Model	Name of Place

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017- B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments/clarifications issued (if any), referred to hereinabove.

For Bidder

Signature of authorized
signatory Name and



Designation:
Seal:

For

statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies)

Signature of authorized
signatory Name:
Seal:
Date:

Seal:
Date:

Seal: