



Maharashtra Gramin Bank

Request for Proposal For Supply, Installation, Commissioning and maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin Bank

RFP No.03 /2025-26



Head Office, 33(Part), Village Golwadi,
Growth Centre, Waluj, Mahanagar 4, CIDCO,
Chhatrapati Sambhajnagar -431010



Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Maharashtra Gramin Bank'
2. Bidder means the respondent to the RFP document/Vendor/Supplier/Contractor.
3. RFP means the Request for Proposal RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Bidder/Respondent/Vendor/Supplier/Contractor. – signifies those who purchase this tender document and submits Response to it.
7. DC means Data Centre
8. DR/DRC/DRS means Disaster Recovery Site
9. NS/NLS means Near Site
10. DB means Database
11. PSB – Public Sector Bank
12. AMC Annual Maintenance Contract
13. BC Business Continuity
14. CB Commercial Bid
15. CBS Core Banking Solution
16. DB Database
17. DC Data Centre
18. DR Disaster Recovery
19. EMD Earnest Money Deposit
20. FM Facility Management
21. FR Functional Requirements
22. GST Good Services Tax
23. HO Head Office
24. IS Information System
25. ISO international standards organization
26. IT Information Technology
27. NBFC Non-Banking Financial Company
28. NDA Non-Disclosure Agreement
29. OEM Original Equipment Manufacturer
30. OS Operating System
31. OSD Original Software Developer
32. PB Project Demonstration & Bid Presentation
33. PBG Performance Bank Guarantee
34. PO Purchase Order
35. PoP Point of Presence
36. POS Point of Sales
37. PSU Public Sector Undertaking
38. RBI Reserve Bank of India
39. RCA Root cause analysis
40. RFP Request for Proposal
41. RTGS Real Time Gross Settlement
42. SI System Integrator
43. SLA Service Level Agreement
44. SOP Standard Operating Procedures
45. SRS System Requirement Specification
46. T&D Training and Development



- 47. TB Technical Bid
- 48. TCO Total Cost of Ownership
- 49. TR Technical Requirements
- 50. UAT User Acceptance Testing
- 51. VA vulnerability assessment
- 52. ZO Zonal Office

The Company / person/s interested to participate in the current tendering process mean this document for the specific use. This document in its entirety is subject to Copyright Laws. The Bidder or any person acting on behalf of the Bidder should strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidder/s 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 party is subject to confidentiality clauses.



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1. INTRODUCTION

About Bank

Maharashtra Gramin Bank is the Regional Rural Bank (RRB) sponsored by the Bank of Maharashtra under the RRBs Act 1976 for development of the rural economy by providing credit and other facilities for development of agriculture trade and commerce, industry and productive activities in the rural areas.

The share capital of the Bank is contributed by Govt. of India, Bank of Maharashtra and Govt. of Maharashtra in the proportion of 50:35:15 to integrate commercial banking within the broad policy thrust towards social banking keeping in view the local peculiarities. Bank is rendering banking services through 13 Regional Offices and 748 branches spread over districts of Maharashtra State at the end of June 2025. Expansion of branches is being done in the service area of Maharashtra districts as per government guidelines and administration is done through 3 tier organizational set up consisting of branches, Regional Offices and Head Office.

The products and services offered by Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds and other services like APY, PPF, Social Security Schemes etc. as permitted in the regulatory guidelines in the country etc.

CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT

Bank's vision is to be a vibrant, forward looking, techno-savvy, customer centric bank serving diverse sections of the society, enhancing shareholders' and employees' value while moving towards global presence.

Bank has 100% of its branches on Core Banking Solution – B@ncs24 (Cedge). Bank has also implemented or is in the process of implementing a range of customer centric and other solutions which are as follows:

- ▶ Full suite of Core Banking Solution with its latest centralized version including Deposits, Advances and Trade Finance
- ▶ Payment systems like NEFT, RTGS, SWIFT, CTS, etc.
- ▶ Anti-Money Laundering solution
- ▶ Alternate delivery channels like ATM, Mobile Banking, UPI, Internet Banking
- ▶ Center of Excellence on Database, CBS, Security & Analytics
- ▶ Loan Life Cycle Management System
- ▶ Early Warning System
- ▶ Account Aggregator

In addition to the traditional Banking applications, Bank has also implemented many other technological initiatives like Cardless Cash Withdrawal through ATMs, WhatsApp Banking & Chabot solution and is in proposes to implement several new IT projects such as Robotic Process Automation, UPI on CAPEX model, Omni Channel Platform etc



1.1 Project Overview

Bank intends to purchase computer Hardware for Bank daily operational work. Bank therefore intends to engage vendor for Supply, Installation, commissioning, Configuration, and Maintenance of Hardware.

- The detailed Scope of Work is attached in **Annexure C** – Scope of Work.
 - The bidders are expected to examine all instructions, forms, terms, MGB project requirements and other information in the RFP documents apart from compliance of all guidelines issued by NPCI/RBI/Gol/ State Govt. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit. If bidder is exempted from EMD. Bank may blacklist the bidder.
 - A complete set of tender documents may be downloaded from Govt. E- Marketplace (GeM) portal i.e. <https://gem.gov.in> as per schedule mentioned in the important information regarding bid submission.

2. INVITATION FOR TENDER OFFERS

Bank invites sealed tender offers (Technical and Commercial bid) from eligible, reputed manufacturers and /or authorized dealers for **RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank** as specified in Schedules of Requirement.

A complete set of tender documents may be downloaded from Govt. e-Market place portal URL- <https://gem.gov.in> . Bid submission shall be conducted in Online Mode through GeM Portal only.

Bid Collection and Submission Calendar

Tender Reference number	03/2025-25
Date of commencement of sale of tender document	10/10/2025
Queries to be mailed by	16/10/2025 upto 11:00 hours
Queries to be mailed to	tendershoit@mahagramin.co.in
Pre-Bid meeting with Bidders	17/10/2025 at 11:00 hours (Online Mode – Meeting details shall be shared with bidders on request)
Last Date and Time for receipts of tender offers	01/11/2025 up to 15:00 hours
Time and Date of Opening of technical bids	01/11/2025 at 15:30 hours
Place of Opening tender offers	Online through GeM Portal https://gem.gov.in
Address of Communication	Chief Manager IT Maharashtra Gramin Bank, Head Office, 33(Part), Village Golwadi, Growth Centre, Waluj, Mahanagar 4,CIDCO, Chhatrapati Sambhajnagar -431010



Earnest Money Deposit	40 Lakh
Contact Telephone Numbers	Phone: 0240-6650207
Website	https://gem.gov.in ; https://mahagramin.in/home/Tenders

Note: If any of the above dates fall on holiday or declared holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be the next working date of the Bank as applicable in Chhatrapati Sambhajinagar, Maharashtra.

Exemption for EMD for MSEs shall be as per the policy guidelines issued by GOI from time to time.

In case of bidders registered with National Small Industries Corporation Limited (NSIC)/Micro & Small Enterprises (MSE), they are eligible for waiver of EMD subjected to submission of valid MSE/NSIC Certificate clearly mentioning that they are registered with NSIC/MSE under single point registration scheme (Please refer to **Annexure 1**).

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical bid or other documents. It should be in separate cover to be handed over to the department. In case of bidders registered with NSIC/MSE, they are eligible for waiver of EMD. However, they need to provide valid **NSIC/MSE Certificate clearly mentioning that they are registered with NSIC under single point registration scheme**. The waiver is subject to Govt guidelines prevailing at the time of submission of tender.

Technical Specifications, Terms and Conditions, various formats and proforma for submitting the tender offer are described in the tender document and its annexures. Also, all the tender offers will be opened in online mode through GeM Portal only.

Sd/-

**General Manager
Information Technology**



3. INSTRUCTIONS TO BIDDERS

3.1. Two Bid System Tender

The Technical Bid and Commercial bid must be submitted at the same time as per the norms of GeM.

Important: The eligibility credentials, financial reports & product information brochures shall be distinctly attached and the technical bid shall be submitted in an orderly manner failing which the bids may not be considered acceptable

Bank's address
Maharashtra Gramin Bank, Head Office, 33(Part), Village Golwadi, Growth Centre, Waluj, Mahanagar 4,CIDCO, Chhatrapati Sambhajinagar -431010

Following officers have been authorized to accept the tender documents

Shri Firoj Sheikh, Chief Manager-IT, Head Office, Chhatrapati Sambhajinagar
email ID: cmit@mahagramin.co.in, Phone : 0240-6650207

Shri Mahesh Kachhwa, Senior Manager- Head office Chhatrapati Sambhajinagar
email ID: mahesh.kachhwa@mahagramin.co.in ,Phone : 0240-6650207

Shri Abhay Patil, Manager- Head office Chhatrapati Sambhajinagar
email ID: Abhay.patil@mahagramin.co.in Phone : 0240-6650207

Shri Prashant Jadhav, Ass.Manager- Head office Chhatrapati Sambhajinagar
email ID: Prashant.jadhav@mahagramin.co.in , Phone : 0240-6650207

The documents/credentials submitted must be super-scribed with the following information:

- Type of Offer (Technical/Commercial)
- Tender Reference Number
- Due Date
- Name of the Bidder

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be submitted along with the technical proposal.

The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

TECHNICAL BID

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure 2 of this document**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **A copy of Commercial Bill of Material with prices duly MASKED be submitted along with the Technical Bid.**



Bank reserves the right to reject any bid submitted without masked commercial.

Commercial bid:

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

The Technical bid and Commercial bid should be separately submitted. Please note that Technical Bid contains any price related information, then the offer may be rejected outright.

Bid Security:

Bidders are required to submit Bid Security/EMD in the form of DD/BG. Micro & Small Enterprises (MSE) seeking exemption from EMD must submit valid Exemption Certificate.

3.2. Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions as advised through tender document will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process and execution of Service Level Agreements (SLA).

3.3. Soft Copy of Tender document

- The soft copy of the Notice Inviting Tender (NIT) document shall be made available additionally on the bank's website. <https://mahagramin.in/home/Tenders>
- Complete set of RFP document shall be made available to Govt. e-Market Place (GeM) url <https://gem.gov.in> .

However, Bank shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

Important Note:

All the terms, conditions, eligibility criteria, delivery and other conditions as stipulated in this RFP document shall supersede the terms, conditions as mentioned elsewhere. Bidders should consider this RFP document as key document for the said Project.

3.4. Offer validity Period

The offer should hold good for a period of **180 days** from the date of opening of Technical bid.



3.5. Address of Communication

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

The Chief Manager
Information Technology Dept.,
Maharashtra Gramin Bank,
Head Office, 33(Part), Village Golwadi,
Growth Centre, Waluj, Mahanagar 4,CIDCO,
Chhatrapati Sambhajinagar -431010
Email: cmit@mahagramin.co.in
tendershoit@mahagramin.co.in
Phone: 02406650207

3.6. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably **through online mode**. The queries of all the bidders should reach us in writing or over e-mail on or before the address as mentioned above. The queries should be submitted as per format enclosed as **Annexure 3 preferably in excel format**. Bank is not liable to respond to the queries of bidders received after the due date fixed for submission of Pre-Bid Queries.

Email-id for sending the pre bid queries in the format given as Annexure-3 – tendershoit@mahagramin.co.in

Queries not received in the prescribed format or queries without the relevant details will not be taken up for response. Similarly, queries received after the due date shall not be entertained. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website. Bidders are advised to visit both the Bank's Website as well as GeM Portal regularly for latest update related to this RFP.

Only the authorized representatives of the bidder (maximum 2 persons) will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

Pre-bid meeting through Virtual/Online Mode: Bank may hold the pre-bid meeting in virtual/online mode through video conferencing/virtual meeting solutions e.g. Microsoft teams/Google Meet/Cisco Webex etc. The details of the meeting shall be shared only with the bidders who will submit their queries in prescribed format through mail to the designated mail ids.

3.7. Rejection of Bids:

Bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by the bank. However, the participation fee will not be refunded.



3.8. Opening of Offers by Bank :

- Tender offers received within the prescribed closing date and time will be opened **through Online mode on Govt. E-Market Place (GeM) Portal only on scheduled date & time.**
- During the bid evaluation, the bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

3.9. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

- Stage 1 – Eligibility criteria Evaluation
- Stage 2 – Technical Bid Evaluation
- Stage 3 – Commercial Bid Evaluation

a) Eligibility Criteria Evaluation:

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in **Annexure D – Eligibility Criteria Compliance** to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market, if specified otherwise.

The decision of the Bank shall be final and binding on all the Bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

Note: In line with the contents of order No. 6/18/2019-PPD (Public Procurement No. 1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the “restrictions under Rule 144 (xi) of the General Financial (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid this tender only if the bidder is registered with the competent Authority. Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)). For details please refer Annexure 26 of this RFP. For any further reference in this regard, Compilation of amendments in GFR, 2017 up to 31.07.2022 issued by Department of Expenditure, Ministry of Finance, and GOI shall be applicable.

b) Technical Evaluation:

Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria. At next stage, the bid submitted by the bidders shall be evaluated based on Technical evaluation parameters as defined in Annexure-B of this RFP document. The scoring methodology used for Technical Bid Evaluation is explained in **Annexure B** of this RFP. It is mandatory for bidders to score **Minimum 75% or above score** in the Technical Evaluation Process as above to qualify for further processing i.e. Commercial Bid Evaluation. The proposal submitted by the bidders shall, therefore, be evaluated as per Technical Evaluation criteria are given in **Annexure B**.



Bank may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision on their qualification shall be as per tender terms within the discretion of the Bank.

It is mandatory for eligible bidders to ensure 100% Compliance with the TECHNICAL SPECIFICATIONS mentioned at **Annexure-H** of this RFP.

The scoring methodology used for Technical Bid Evaluation is explained in **Annexure B** of this RFP. it is mandatory for bidders to score **Minimum 75% or above score** in the Technical Evaluation Process as above to qualify for further processing i.e. Commercial Bid Evaluation

The proposal submitted by the bidders shall, therefore, be evaluated as per Technical Evaluation criteria are given in **Annexure B**.

c) Commercial Evaluation:

Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bidders who satisfy the following conditions will only be considered as eligible for commercial evaluation/ reverse auction:

1. **Bidders found eligible as per eligibility criteria defined by the bank in this RFP/document.**
2. **100% Compliance to the TECHNICAL SPECIFICATION mentioned in Annexure-H.**
3. **Bidders scoring 75% or more marks in technical bid evaluation.**

The qualifying criteria of 75% or more marks in technical evaluation is only of qualifying nature. Once, the bidder is technically qualified, the final selection of bidder would be on least Cost Selection (LCS) basis i.e. Bidder with Lowest commercial in Commercial Evaluation shall be declared as successful (L1) bidder.

The Bank reserves the right to 'call off'/ cancel the tender proceedings of Reverse Auction or cancel the Tender at any point of time.

The price decided by the bank will be taken as the starting bid of the Reverse Auction. Bank may award the contract to the successful Bidder whose bid has been determined as the Commercial Lowest bid (L1) through the reverse action process of this commercial evaluation.

The detailed procedure and Business rules for the Reverse auction will be as per GeM Guidelines. The Reverse Auction will be conducted in **GeM Portal**; the details will be provided during the later stages of tendering process. Specific rules for this particular event viz., date and time, start price, bid decrement value, time allowed to confirm bid duration of event etc. shall be informed by the Bank, well before the event to the participating short listed bidders who have considered eligible and qualified for commercial evaluation.

3.10. Technical Evaluation Criteria

Please refer **Annexure B** for detailed **Technical Evaluation Criteria** and scoring methodology



3.11. Format for Technical bid

The Technical bid must be made in an organized & structured manner. Brochures/leaflets etc. should also accompany wherever required.

The suggested format for submission of **Technical bid** is as follows:

1. Index
2. Non-Disclosure Agreement on Stamp Paper of Rs.500 as per **ANNEXURE-4**
3. Technical Bid Covering Letter as per **ANNEXURE-5**.
4. Details of the Bidder as per **ANNEXURE-6**
5. Details of the Past Experience as per **ANNEXURE-7**
6. Compliance Certificate- **ANNEXURE-8**
7. UNDERTAKING OF INFORMATION SECURITY- **ANNEXURE-9**
8. PRE CONTRACT INTEGRITY PACT-**ANNEXURE-10**
9. MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS- **ANNEXURE-13B**
10. LIST OF DEVIATIONS. (If Any)- **ANNEXURE-14**
11. ZONAL OFFICES LIST- **ANNEXURE-15**
12. UNDERTAKING BY BIDDER FOR NON BLACKLISTING-**Annexure-16**
13. **ANNEXURE 17**: UNDERTAKING FOR NOT BEING NPA.
14. **ANNEXURE 19**: FORMAT FOR LOCAL CONTENT
15. **ANNEXURE 20**: UNDERTAKING FOR REGULATORY GUIDELINES & IT ACT ADHERENCE.
16. **Masked Commercial offer**
17. EMD / BG / DD
18. **ANNEXURE D**: ELIGIBILITY EVALUATION COMPLIANCE.
19. **ANNEXURE I**: COMPLIANCE TO TECHNICAL & FUNCTIONAL SPECIFICATIONS.
20. **ANNEXURE J**: MANUFACTURER'S AUTHORIZATION FORM (MAF)
21. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
22. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
23. All documentary evidence wherever required to be submitted be properly arranged.

3.12. Masked Commercial bid

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices as part of technical bid. This is mandatory. The bid may be disqualified if it is not submitted duly masked. Please note that the masked bid should not contain any price related information in Open text form and should not reveal any commercials. This may lead to rejection of bids.

3.13. Format for Commercial bid

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial Bid (as per **Annexure A**). This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.



The bidder must quote for ALL the items mentioned in Commercial Bid Format as per Annexure A

3.14. Erasures or Alterations

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

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

3.15. Location of Project Implementation

This tender is being floated by the Head office of Bank. The Project Implementation location will be Chhatrapati Sambhajnagar. However, Bidder may be required to travel outside Chhatrapati Sambhajnagar as part of project. Bank will not be liable to pay any out of pocket expenses, travelling expenses, lodging and boarding expenses etc. additionally for this purpose.

3.16. Contract Period

The period of contract RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank will be 5 years i.e. 3 or 5 Years Warranty & 2 Years On-Site Comprehensive AMC. However, the decision of entering into 2 year AMC for all the hardware/s shall be at Bank's discretion.

3.17. Fixed Price

The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site as mentioned above except GST. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

3.18. Lowest Price Bid :

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

3.19. Adoption of Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of Bank.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.



Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

1. 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.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible to participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure 10** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates, wherever applicable.
5. 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.
6. Integrity Pact in respect of 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.
7. The 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.
8. In case of joint venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
9. A person/entity signing IP shall not approach the court while representing the matters to IEMs and he/she will wait for decision of IEMs in the matter.
10. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Suresh Chandra Panda 301, Sai Ashirbad, K-1/196, Kalinga Nagar, Bhubaneswar, Odisha-751003 Email – sureshpanda@yahoo.com	Shri. G. Venugopal Reddy C-404, Trendset Rythme Apartments, Whitefield, Kondapur, Hyderabad-500084 Email _venu1960@gmail.com
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3.20. Preference for Public Procurement (Preference to Make in India):

Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order), Order No. P-45021/2/2017-BEII dated 15.06.2017, as amended by Order No. P-45021/2/2017-BE-II dated 28.05.2018 and Order No. P-45021/2/2017-BE-II dated 29.05.2019 and revision issued vide letter No. P-45021/2/2017(BE-II) dated 04.06.2020 & vide letter No. P-45021/2/2017(BE-II) dated 04.06.2020 vide letter No. P-45021/2/2017(BE-II) dated 16.09.2020 by Government of India will be followed for evaluation of the bids.

Please note that as per Para 2 of the PPP-MII Order, 2017 (as amended on 16.09.2020)



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.

Also in view of DPIIT OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021, The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. will not be taken into account for calculating local content in any item.

3.21. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favor of Maharashtra Gramin Bank and payable at Chhatrapati Sambhajnagar, (valid for 90 days from the due date of the tender) for an amount mentioned in invitation section of this document as Earnest Money Deposit (EMD) along with their offer. Offers made without E.M.D will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Maharashtra Gramin Bank or by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee being issued from other than Public sector banks, prior permission of Bank is required. The BG should be valid for 6 months from the date of submission of the bid. The format for submitting EMD in the form of BG is enclosed as **Annexure 18**. The EMD will not carry any interest.

Unsuccessful Bidders' Bid security will be returned immediately after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure 12- Letter for Refund of EMD**

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- If successful bidder fails to execute the contract/SLA within required time

The EMD will be refunded to

- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.
- The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.



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

3.22. Commercial

If any of the items/activities as mentioned in the price bid and as mentioned in **Annexure A** are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which services have been availed or products have been delivered during the contract period subject to applicable delay penalty, wherever applicable. The Bank shall also have the right to cancel any of the items which have been mentioned in the Bills of Materials-**Annexure A**.

Description of the envisaged scope is enumerated as part of **Annexure-C** of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Bill of Materials mentioned in **Annexure A**.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

3.23. Costs Borne by Respondents

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

3.24. No legal relationship

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

3.25. Recipient obligation to inform itself

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

3.26. Evaluation of offers

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



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

3.27. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

3.28. Acceptance of terms

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

3.29. Information Provided-

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

3.30. Exchange Rate Variation (ERV) (if applicable)

Exchange rate variation clause may be applicable for repeat order only. Prices accepted by Bank shall be increased or decreased in repeat order if the ERV is more than 5%. (The % will be calculated from date of submission of commercial offer and repeat order proposal). The price increase or decrease will be proportionate to difference more than 5%. i.e. if dollar variation is +/- 7% than prices may increase /decrease by 2%.

3.31. Eligibility Criteria

Only those bidders who fulfil the specified eligibility criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the specified eligibility criteria are liable to be rejected. The selected bidder should be in a position to meet service level commitments in full. The detailed eligibility criteria are mentioned at **Annexure D** of this RFP.

3.32. Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with Bank, raise invoice and accept payments and also to correspond.



The Bidder shall provide proof of signature identification for the above purposes as required by Bank.

3.33. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier or through email.

Any notice or other communications shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post, then on the expiration of seven days from the date of posting.

4. SCOPE OF WORK

4.1. Project Objective

Bank intends to purchase Hardware for Bank's daily operational needs. Bank therefore intends to engage vendor for Supply, Installation, commissioning, Configuration, and Maintenance of Hardware.

The Hardware supplied should be compatible for seamless integration of various operating systems and applications of the Bank.

Please refer Annexure C for Detailed Scope of Work.

5. QUALIFICATION CRITERIA

5.1. Eligibility of the Bidder

5.1.1. The Bank will examine the Eligibility Criteria compliance for the bidder as per the below tabulated criteria in this RFP. The Bidder(s) who satisfy the eligibility criteria conditions shall be considered for the next phase of evaluation viz. Technical Evaluation. Bidder is required to meet all the eligibility criteria applicable to them and provide adequate documentary evidence for each of the criteria stipulated. In the absence of such documentary evidences Bid is liable to be rejected. Please refer **Annexure D** for detailed Eligibility **Evaluation Criteria**

5.1.2. Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs.



5.1.3. Note- In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).

6. TERMS AND CONDITIONS

6.1. General

The Successful Bidder should adhere to the terms of this tender document and would not accept any deviations to the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in **Annexure 14**. The Bank reserves its right to not accept such deviations to the tender terms.

The Successful Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services.

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

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

6.2. Rules for responding to this tender document

Response document

1. All responses should be in English language. All responses by the Successful Bidder to this tender *document shall be binding on such successful bidder for a period of 180 days after opening of the technical bids.*
2. The technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided. The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
3. The Bidder is required to quote for all the components/services mentioned in the



Annexure C “Project scope” and Annexure Technical Specifications” and all other requirements of this RFP. In case the Bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications. Bank may not evaluate the offer which is liable to be disqualified in case of non-submission of the technical details in the required format or partial submission of technical details.

4. In the event the Bidder has not quoted for any mandatory or optional items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank which shall be completely at sole discretion of the Bank.
5. The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing the offer. The Bank's interpretation will be final.
6. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidder have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
7. In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank, in this case may also reject the offer outright.
8. In the event optional prices (if requested in RFP are not quoted by the Bidder, for items where such prices are must and required to be quoted for, the highest price quoted by any of the participating Bidders will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation. The same item has to be supplied by the Bidder free of cost.

6.3. Price Bids

1. The Bidder is requested to quote in Indian Rupees ('INR'), in the format provided in **Annexure A - Commercial Bill of Material**. Bids in currencies other than INR would not be considered. The date for reverse auction will be communicated separately to the successful Bidder post the completion of the eligibility and technical evaluation.
2. The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the date of opening of Technical Bid.
3. The price quoted by the Bidder should be inclusive of all taxes, duties, levies, etc. except GST. GST will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter shall be at mutual consent.
4. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.



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

6.4. Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment of the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

6.5. Costs & Currency

The offer must be made in Indian Rupees only, and price quoted must include the following cost components.

1. Cost for implementation and maintenance of solutions as per Scope
2. The Price offer shall be on a fixed price basis and should include: All taxes, duties and levies, Service Tax of whatsoever nature if any; except GST and Services which are required to be extended by the SP in accordance with the terms and conditions of the contract. GST will be paid at actuals.

6.6. Right to Alter Scope

Bank reserves the right to alter the proposed scope at any time before finalizing the bidder.

6.7. Compliance with All Applicable Laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.



Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

6.8. Performance Bank Guarantee (5%)

The successful bidder should furnish a Performance Bank Guarantee to the extent of 5% (or as applicable during the period of contract as per Govt guidelines) of the value of the contract within 30 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as per **Annexure 11**. The performance guarantee would be for the entire period of the Contract plus 6 months.

If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 5 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.1/2/2023-PPD) dated 01.01.2024 which are applicable to all tenders/ contracts

6.9. Payment Terms

The payment terms for the project would be as per **Annexure F**.

6.10. Project Timelines

The Bidder is expected to adhere the timelines stipulated in **Annexure E**.

6.11. IT Act

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source. *Bidder shall also ensure compliance of Data Protection guidelines as & when issued by the Govt./ regulators.*



6.12. Aadhaar ACT

The Bidder must comply with Aadhaar Act 2016 and the subsequent amendments as applicable to the products/services.

6.13. ISMS Framework

The Bidder shall abide by the Information Security Management System(ISMS) framework of the Bank. The process flow in the system and controls should follow guidelines mentioned in Information System Security Policy (ISSP) &any other policy and subsequent procedures of the Bank. The details related to ISMS framework shall be shared with successful bidder based on the project needs.

6.14. Protection of Reputation

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The Bank in the manner will assess the amount of penalty as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice

6.15. Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

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



6.16. Exit Option & Contract Re-negotiation

1. The Bank reserves the right to cancel the contract without assigning any reasons, in the event of happening one or more of the following situations:
 - a. Non satisfactory performance of the hardware.
 - b. Delay in delivery beyond the specified period of delivery.
 - c. Serious discrepancy in Hardware noticed during the pre-dispatch factory inspection.
 - d. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase order by the Bank;
 - e. The selected bidder commits a breach of any of the terms and conditions of the contract.
 - f. The bidder goes into liquidation voluntarily or otherwise.
 - g. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
 - h. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
 - i. Deduction on account of liquidated damages exceeds 10% of the total contract price.
 - j. Delay in delivery / installation / commissioning of machine and services required under RFP beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder/advance payment.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.
6. In addition to the cancellation of the contract, the bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder.
7. The reverse transition services to be provided by the Bidder shall include the following:
 - a. The Bidder shall suitably and adequately train the Bank's designated team for fully and effectively operating and maintaining the proposed solution. The Bidder should also provide extra training without any cost to Bank.
 - b. Bidder shall provide adequate documentation thereof.
8. The cost for reverse transition if any should be part of the commercial offer.



9. During reverse transition, the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new Bidder to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.
10. The Bank and the bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
11. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected partner/s as would be required in the event of the shifting of the site.
12. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to the Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90-day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / Bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.

6.17. Termination

- 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder
 - (i) has a winding up order made against it; or
 - (ii) has a receiver appointed over all or substantial assets; or
 - (iii) is or becomes unable to pay its debts as they become due; or
 - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
 - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- 3 The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

6.18. Effect of Termination

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.



3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

6.19. Intellectual Property Rights

All Intellectual Property Rights in the hardware Deliverables shall be owned by Bank.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank.

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license, or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

Bidder must protect the Bank from any litigations, claims from third parties claiming the deployed product, services of the vendor to be theirs. Bidder is also required to fight out litigations on their own without involving the Bank.

6.20. Corrupt & Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among 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.



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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.21. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6.22. Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.23. Service Level Agreement

1. The selected bidder should execute a **Service Level Agreement (SLA)**, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank. The selected bidder should execute the SLA within 45 days from the date of acceptance of Purchase Order/Letter of Intent.
2. The bidder needs to strictly adhere to Service Level requirements as per **Annexure I**.

6.24. Liquidated Damages

If there is a delay by the bidder in the delivery and installation of the complete hardware and software as will be mentioned in the purchase order (beyond 8 weeks from the date of PO), the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank. In case the complete



delivery is delayed beyond the scheduled delivery date, Bank reserves the right to cancel the contract and return the partially delivered Hardware, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value. No Liquidity damages shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the bidder. The installation date shall be considered for the calculation of liquidated damages.

Cumulative LD imposed for all the sites shall be **subject to maximum of 10 percent of the total contract value.**

Once the maximum is reached, the Bank may consider termination of the contract. Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee/Performance. Guarantees in case of inordinate delays in the delivery/ installation of the Hardware.

If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages of 10% of contract value.

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

6.25. Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,

(ii) Material breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder.

(iii) use of the allocated site and or facility provided by Bidder.

(iv) the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under **clause 6.38** of the RFP

(v) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.



(vi) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under **clause 6.38** of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the solution at all points of time, provided however

- a) the Bank notifies Bidder in writing immediately on aware of such claim.
- b) Bidder has sole control of defense and all related settlement negotiations.
- c) Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- d) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

Successful Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;

1. Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by IT Act 2000.
2. The breach by the Bidder of any of its obligations under Confidentiality,
3. Non-compliance of Bidder with Laws / Governmental Requirements
4. IP Infringement
5. Negligence and misconduct of bidder, its employees, and agents
6. Breach of any terms of agreement document or Representation made by Bidder.
7. Act or omission in performance of service.
8. Loss of data due to bidder provided facility.

This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

6.26. Force Majeure

“Neither Party” will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, explosion, war, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.



Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.”

6.27. Resolution of Disputes

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of non-settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Chhatrapati Sambhajnagar. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

6.28. Non-Disclosure Agreement

The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

To use the Information only as needed for the purpose solely related to this Project;
Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.

The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.

Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access. Non-Disclosure Agreement to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 4**.

6.29. Pre-Contract Integrity Pact

The bidder has to enter into an integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect / stage of the contract. Only those bidders who wish to enter into such a contract with the Bank will be considered for participating in the tender process. Pact to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 10**.



6.30. Limitation of Liability

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

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

1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.

2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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

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

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

6.31. Confidentiality

This document contains information confidential and proprietary to Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the consultancy services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated



in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

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

- (a) Relates to the Disclosing Party; and
 - (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
 - (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder.
 - (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
 - (f) Information disclosed pursuant to this clause will be subject to confidentiality forever.
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 3. In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ▶ Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and



bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and

- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- a. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
 - d. The confidentiality obligations shall survive forever between the bidder and the Bank.

Confidentiality to be maintained at all times during currency as well as post severance of the relationship. Breach attributable to the vendor is to be compensated to the Bank



and any other claims raised on the Bank by the owner of information which is compromised.

6.32. Severability

- I. If any of the provisions of this RFP is constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is so amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- III. In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof-was deleted or the scope ,period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope ,period or area of application as may be required to make such provisions valid and effective ,provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be ,by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

6.33. Delays in Design, Implementation and Performance Guarantee.

The final short listed bidder should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period.

The Bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the bank.

- (a) Claiming Liquidated Damages
- (b) Termination of the agreement fully or partly

In addition to the termination of the agreement, Bank reserves the right to appropriate the damages by invoking the performance guarantee.

6.34. Publicity

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

6.35. Privacy and Security Safeguards

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair,



replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

6.36. Adherence to Terms and Conditions:

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

6.37. Other Terms and Conditions:

1. Bank reserves the right to:
 - Reject any and all responses received in response to the RFP
 - Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
 - To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
 - Extend the time for submission of all proposals
 - Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
 - Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
 - Interview the personnel being deployed on the project
2. **Substitution of Project Team Members:** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.
3. **Professionalism:** The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest's paramount and should observe the highest standard of ethics while executing the assignment.
4. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities
5. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.
6. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
7. **EXPENSES:** It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".
8. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.



9. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
10. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

6.38. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

6.39. Applicable Law and Jurisdiction of Court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Chhatrapati Sambhajnagar (with the exclusion of all other Courts).

6.40. No Employer-Employee Relationship

This agreement is on a Principal to Principal basis and does not relate any employer – employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractor or subcontractor or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

6.41. Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

The successful bidder will ensure strict compliance of all labor laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank.

In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/laborers', the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance



guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

6.42. Service Continuity

The bidder recognizes that all the services under this Agreement are vital to the Bank and bidder agrees to provide continued services rendered by bidder and or its OEM partners till the renewal of the contract after the contract expiration or until any other alternate Service Provider is finalized.

The bidder shall be reimbursed for the service rendered for the period after the contract expiration at a fee not to exceed a pro rata portion of the fee under this contract payable in the same manner as per the contract and in proportion to the period of service extended after the contract.

The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm

6.43. Audit and Inspection of Codes/Record

All Bidder records with respect to any matters covered by this tender shall be made available to Bank or its designees, including RBI Inspectors / auditors at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors or its designees would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit shall be borne by Bank. The scope of such audit would be limited to Levels being covered under the contract, and financial information would be excluded from such inspection, which shall be subject to the requirements of statutory and regulatory authorities.

Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability and penetration testing) or other system Audit for the service offered under this RFP. Vendor should fully cooperate in complying with the observations pointed out in any Audit.

Bank shall conduct Pre on boarding & Post on boarding Risk Assessment of the successful bidder. Bidders are required to cooperate in providing the required support during the process of Pre on boarding & Post on boarding Risk Assessment.

6.44. Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case non-consensus on Sole Arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act the chairman of the proceeding. The Award of the arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceeding. The venue of the arbitration shall be at Chhatrapati Sambhajnagar. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.



6.45. Guarantees

Bidder should guarantee that the software supplied to Bank is licensed and legally obtained. All and software must be supplied with their original and complete printed documentation.

A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Self Update passbook printer Kiosk are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used.

6.46. Acceptance Test

At the discretion of Bank, acceptance test will be conducted by the bidder at the site in the presence of the officials of Bank and/or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by Bank for carrying out this acceptance test. Bank will take over the system on successful completion of the above acceptance test.

6.47. Warranty

The offer must include a minimum three or five years' comprehensive on-site warranty & Two Years On-Site Comprehensive AMC for hardware. The Warranty in respect of all the delivery locations would start from a single and uniform date i.e. from the date of installation of last Hardware. In no case, there would be multiple warranty dates. 90% Payment shall be released on completion of delivery & Installation of all hardware and submission of proofs for Delivery & Installation. On Installation of Last hardware delivered only, it would be presumed that the Bank has accepted the installation at all the locations. The Performance Guarantee of 5 % Of Total Contract value needs to be submitted for getting the final 9% payment released as mentioned in Payment Term clause of this RFP.

The PBG should be valid for a period of three year(3 Years + 6 Months) for hardware having warranty of 3 Years and Five year (5 Years + 6 months) for hardware having warranty of 5 years, from the date of acceptance of PO covering the warranty period; the expiry date of the Performance Guarantee and the date of expiry of warranty will be co-terminus.

Please note that in case of pass book printer, printer heads and logic cards, miler strip, miler sheet etc. must be covered by a three years warranty and also during the post warranty AMC period. In case of Multifunction laser device all parts of the printer (like logic board, AGA sensor, gear, power supply, encoder strip, miler strip, fuser assembly, sprocket etc.) with necessary cables must be covered under warranty and AMC. Physical damage and consumables (toner and drum) is excluded from warranty.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all Hardware, accessories etc. covered by the tender. Bidder must warrant all Hardware, accessories, spare parts etc. (including Charging Adapter) against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace at the installed site all defective components, at no charge to Maharashtra Gramin Bank.



6.48. Spare parts

During the warranty period, Bidder will make the spare parts for the hardware available for a minimum period of five years from the time of acceptance of the hardware. Thereafter, bidder will give at least twelve months' notice prior to discontinuation of support services, so that Maharashtra Gramin Bank may order its requirements of the spares, if it so desires. If any of the components like hard disk, Memory, power adapter, battery of Hardware etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology Hardware of equivalent capacity or higher capacity at no additional charges to Maharashtra Gramin Bank.

The bidder shall maintain the necessary spare parts at the Bank's Regional Office (RO) level. These shall be utilized as needed and replenished after use.

6.49. Repeated Failures

If during the warranty period, any Hardware has a hardware failure on four or more occasions in a quarter, it shall be replaced by a new Hardware of an equivalent or higher configuration by the bidder at no cost to Maharashtra Gramin Bank.

6.50. Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.51. Order Cancellation

Bank reserves its right to cancel the order in the event of one or more of the following situations:

- a) Delay in delivery beyond the specified period for delivery.
- b) Delay in installation beyond the specified period for installation from the date of purchase order.
- c) Serious discrepancy in solution noticed during the pre/post installation.

In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier against the advance payment.

6.52. Order splitting

With a view to reduce the risks of dependency on a single bidder, Bank reserves the right to split the order among two technically qualified least quoting bidders i.e. L1, & L2 in the ratio of 60:40 provided that L-2 accepts the price of L-1 bidder line item wise.



In case, L-2 Bidder does not accept the L-1 Price line item wise, Bank shall have the right to invite L-3 bidder to match the L-1 Price line item wise and if L3 Bidder accept the L-1 Prices, Bank shall split the order between L-1 & L-3 in the ratio of 60:40.

The order shall be split into at max of two bidders.

The order splitting shall be done as under:

Sr. No.	Bidder Status	Condition for splitting the order	Split Ratio (%) of Total Order
1.	L-1	L-1	60%
2.	L-2	If L-2 accepts the price of L-1	40%

If L-2 does not accept the price of L-1, and L-3 accepts the L-1 price, 40% of the total order shall be issued to L-3 bidder.

If L-2/L-3 bidder does not accept L-1 Price, 100% order may be awarded to L-1 Bidder. Bank also reserves the right to split order as per the Govt./MSME guidelines for MSME companies, if any participate in the tender process.

6.53. Pre-dispatch Inspection/UAT

Maharashtra Gramin Bank and/or its nominated consultants reserve the right to carry out factory/pre-dispatch inspection (PDI) of all hardware before dispatch to Maharashtra Gramin Bank. A burn-in test of a minimum of 24 hours is mandatory as part of the PDI.

Bidder shall inform its readiness for the inspection at least 7 days in advance. Inspection of the Hardware to be supplied to Maharashtra Gramin Bank will be carried out at bidder's factory/site located in India only. There shall not be any additional charges for such inspection. However, Maharashtra Gramin Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants from bidder if the Hardware offered for inspection is not as per Maharashtra Gramin Bank's order or the bidder does not comply with the test and inspection procedures. It is expected that the Hardware should be ready for inspection within 8 weeks from the date of placing the order. Only inspected and duly sealed Hardware should be dispatched to the location, otherwise those are liable for rejection at the bidders' cost.

The bidder shall affix stickers indicating PDI details, bidder information, and complaint number on all hardware, including monitors. No payment shall be released if the stickers are not present on the hardware.



6.54. Inter-working of hardware and Software

The bidder must integrate Hardware & software /OS supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same except for the problems in the application software, if any. Under no circumstances will a problem/fault be blamed on the application software without sufficient cause and justification.

The bidder must also take necessary steps to successfully install all the software components supplied by him on the Hardware.

6.55. Manufacturer's Authorization Form

Bid specific Manufacturer's Authorization Form (Original) duly signed by the OEM Authorised representative not below the rank of Country/ Zonal/ Regional Sales or Marketing Head of the OEM. MAF issued by Higher Authorities of the OEM will be acceptable. The MAFs submitted by the bidders will be independently verified by the Bank with respective OEMs. The MAFs should be strictly in the Bank's format only. MAFs submitted in any other format will be rejected.

6.56. Support

In addition to the regular support centers, the bidder should ensure that they must have support center either of own or through franchise for each of the Zonal office of Maharashtra Gramin Bank. The Service center must provide on-site support for smooth function of Hardware in the Zone/Regional Offices. Which includes call recording/ logging problems, stand by equipment's, various configuration / setting issues arises during the day-to-day working.

Successful bidder will have to provide call log procedure, Toll-free call log number, dedicated call logging portal, email id, support escalation matrix for providing on-site supports for the Hardware.

The successful bidder shall post one resident engineer at Maharashtra Gramin Bank Head office Chhatrapati Sambhajnagar for support and maintenance without any extra cost to the Bank. The minimum attendance criteria for resident Engineer is 95 %. If resident Engineer absent for more than 5 consecutive days, per day Rs.1000 penalty will be charged.

Bidder shall provide the list of service center own or through franchise with contact number

6.57. Technical Inspection and Performance Evaluation

Maharashtra Gramin Bank reserves its right to carry out a technical inspection and performance evaluation (benchmarking) of Hardware offered by technically qualified bidders.



6.58. Completeness of Installation

The installation will be deemed as incomplete if any component of the hardware, software, etc., or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence.

6.59. Clarification on Offers

To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

6.60. No Commitment to Accept Lowest or Any Tender

Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

6.61. Make, Model & Part numbers of the equipment/solution

It is mandatory to provide the make, model and part/version number of all hardware and their subcomponents as asked for in the technical specification. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. (Part no of the sub components may be provided.)

6.62. Disclaimer

The scope of work document is not an offer made by Bank but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.



7. ANNEXURES

7.1. ANNEXURE 1: CERTIFICATE FOR RFP COST WAIVER FOR MSE/NSIC FIRMS

(In Letter head of Chartered Accountant)

Date:

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.202___. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

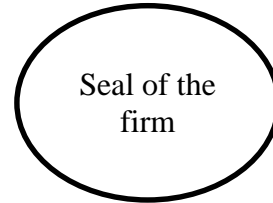
Chartered Accountant Firm Name

Signature

Name

Reg.No.

VID No.





7.2. ANNEXURE 2: CHECKLIST OF DOCUMENTS TO BE SUBMITTED

24. Index
25. Non-Disclosure Agreement on Stamp Paper of Rs.500 as per **ANNEXURE-4**
26. Technical Bid Covering Letter as per **ANNEXURE-5.**
27. Details of the Bidder as per**ANNEXURE-6**
28. Details of the Past Experience as per**ANNEXURE-7**
29. Compliance Certificate- **ANNEXURE-8**
30. UNDERTAKING OF INFORMATION SECURITY- **ANNEXURE-9**
31. PRE CONTRACT INTEGRITY PACT-**ANNEXURE-10**
32. MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS- **ANNEXURE-13B**
33. LIST OF DEVIATIONS. (If Any)- **ANNEXURE-14**
34. LIST OF EXISTING REGIONAL OFFICES- **ANNEXURE-15**
35. UNDERTAKING BY BIDDER FOR NON BLACKLISTING-**Annexure-16**
36. **ANNEXURE 17:** UNDERTAKING FOR NOT BEING NPA.
37. **ANNEXURE 19:** FORMAT FOR LOCAL CONTENT
38. **ANNEXURE 20:** UNDERTAKING FOR REGULATORY GUIDELINES & IT ACT ADHERENCE.
39. **Masked Commercial offer**
40. EMD / BG/ DD
41. **ANNEXURE D:** ELIGIBILITY EVALUATION COMPLIANCE.
42. **ANNEXURE I:** COMPLIANCE TO TECHNICAL &FUNCTIONAL SPECIFICATIONS.
43. **ANNEXURE J:** MANUFACTURER'S AUTHORIZATION FORM (MAF)
44. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
45. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
46. All documentary evidence wherever required to be submitted be properly arranged.



7.3. ANNEXURE3: FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank

RFP : /2025-26		RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP : /2025-26		RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank	
BIDDERS NAME			
Sr. No.	General Query related to RFP	Comment / Suggestions	

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.4. ANNEXURE 4: NON DISCLOSURE AGREEMENT

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this ___day of ___2025 at ___(Place)___BY AND BETWEEN **Maharashtra Gramin Bank**, (a new Bank constituted by Regional Rural Banking Act, 1976, a body corporate having its Head Office at Plot No.42, Gut No.33 (Part), Village Golwadi, Growth Centre, Waluj Mahanagar 4, CIDCO, Chhatrapati Sambhajnagar - 431003), (hereinafter referred to as "Purchaser/Bank/Disclosing Party" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor/receiving party" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The bidder and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids as per RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank. M/s..... after going through the Bid Documents and being interested to act as consultant as per RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank, has submitted its Bid.

WHEREAS, the bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the System Integrator in their Request for Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) Treat Confidential Information as confidential for a period of 7 years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement

Confidential Information does not include information which:

1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
2. is the public domain



- I. is received from a third party not subject to the obligation of confidentiality with respect to such information
- II. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the bidder's personnel to be present on premises of Bank or may require the bidder's personnel to have access to computer networks or databases or information of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the bidder's personnel under such circumstances and to provide notice to the bidders of the confidentiality of all such information. Therefore, the bidder agrees and undertakes that any technical or business or other information of Bank that the bidder's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Chhatrapati Sambhajnagar shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

Damages: The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same

Resolution of Disputes: All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the



chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Chhatrapati Sambhajnagar. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

Return of information: Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

Waiver Clause: The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

Relationship between parties: This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

Notice Clause: All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

<i>Disclosing Party</i>	<i>Receiving Party</i>
<i>Representative name:</i>	<i>Representative name:</i>
<i>Address:</i>	<i>Address:</i>
<i>Email:</i>	<i>Email:</i>
<i>Phone number:</i>	<i>Phone number:</i>

The provisions hereunder shall survive termination of the Contract.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written

For and on behalf of ----- Ltd. () (Designation)	For and on behalf of Maharashtra Gramin Bank ()
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7.5. ANNEXURE 5: TENDER OFFER COVER LETTER

Date: _____ 2025

Tender Reference No.: **RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank**

To
The General Manager,
Information Technology,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajinagar - 431003

Dear Sir,

Sub: Covering Letter for **RFP# /2025-26**

Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, implement and maintain ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer is accepted, we undertake to commence delivery within _____(Number) days and to complete activities defined in scope of work as specified in the Contract within _____(Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 180 days from the date of technical bid opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

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

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

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.6. ANNEXURE 6: DETAILS OF THE BIDDER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Maharashtra Gramin Bank	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) FY2022-23 FY2023-24 FY2024-25	
9.	Profit of the company (not of group) FY2022-23 FY2023-24 FY2024-25	
10.	Goods And Services Tax Number	
11.	PAN Number	
12.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone number& email IDs)	

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.7. ANNEXURE 7: DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD

Name of the Bidder _____

Sl.No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person Name Tel. No. Address	Total Amount of Order
			As per contract	Actual		

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.



7.8. ANNEXURE8: COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of **RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank**

1. We acknowledge that we have received, read, understood and agreed to all terms, guidelines, industry regulations and audit compliance of RBI/NPCI/UIDAI /Regulatory/Statutory (including payment terms) in the Tender Document no. RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank.

We agree that we are deemed to have accepted the all rules on participation at the bid. Bank will make every effort to make the bid process transparent. However, the award decision by Bank would be final and binding on us.

We agree not to divulge either our bids or those of other bidders to any other external party.

Bank has implemented ISMS framework; hence we agree to abide by the required integrations of security policies of the Bank.

We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank, bid process, bid technology, bid documentation and bid details. Bank documents remain the property of Bank and all bidders are required to return these documents to Bank upon request.

Bank's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.

Splitting of the award decision over a number of bidders or parts or over time (as in the case of staggered deliveries) will be at Bank's discretion.

Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of Bank would be final and binding on all bidders.

Bank has the right to decide to extend, reschedule, cancel the RFP.

Please note that BANK may consider debarring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.

We have read the BANK technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.

Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We confirm that this offer is valid for six months from the date of opening of Technical Bid. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's



decision not to accept any such extraneous conditions and deviations will be final and binding on us.

If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines

We confirm that this offer is valid for 180 days from the date of technical bid opening.

If successful, we are agreed to provide uninterrupted service till project completion.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.9. ANNEXURE9: UNDERTAKING OF INFORMATION SECURITY

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

Date: / /

To,
The General Manager,
Information Technology,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajanagar - 431003

Sir,

Sub :RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank

We hereby undertake that the proposed Product/solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.10. ANNEXURE 10: PRE CONTRACT INTEGRITY PACT

General:

"This pre-bid pre-contract Agreement (here in after called the Integrity Pact) is made on _____day of month of _____2025 at____(place)_____,between on one hand, Maharashtra Gramin Bank through authorized official Shri_____, General Manager,Information Technology Department, **Maharashtra Gramin Bank**, (a new Bank constituted by Regional Rural Banking Act, 1976, a body corporate having its Head Office at Plot No.42, Gut No.33 (Part), Village Golwadi, Growth Centre, Waluj Mahanagar 4, CIDCO, Chhatrapati Sambhajanagar - 431003),(hereinaftercalled the“BUYER”,whichexpressionshall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part

and

M/s_____represented by Shri._____Chief Executive Officer (here in called the “BIDDER/Seller” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/partnership/registered export agency/LLP,constituted in accordance with the relevant law in the matter and the BUYER is Maharashtra Gramin Bank.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired Equipment/product/services at a competitive price inconformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit prevent corruption, in any form by its officials by following transparent procedures. The parties here to here by agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

1.1. The BUYER under takes that no official soft he BUYER, connected directly or indirectly with contract will demand,take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for them selves or for any person,organization or third party related to the contract in exchange for an advantage in the bidding process,bid evaluation contracting or implementation process related to the contract.



1.2. The BUYER will ,during the pre-contract stage, treat all BIDDERS a like, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparis on too there BIDDERS.

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

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

COMMITMENTS of BIDDERS

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

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

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contractor for bearing to door having done any act in relation to the obtaining or execution of the contractor any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

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

3.4 The BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, Inconnection with bid/contract.

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

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

3.7.The BIDDER will not collude with other parties interested in the contract impair the



transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8.TheBIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12.If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term'relative; for this purpose, would be as defined in Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

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

4.PreviousTransgression

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

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

5.SanctionsforViolations:

5.1.Any breach of the afore said provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or anyone of the following actions, wherever required: -

5.1.1.To immediately call of the pre contract negotiations with out assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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



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

5.1.4.To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest there on at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest there on at 2% higher than the LIBOR. If any out standing payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5.To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER ,along with interest.

5.1.6.To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall have been titled to deduct the amounts payable from the money(s) due to the Bidder.

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

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

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

5.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same with out assigning any reason for imposing sanctions for violation of this Pact.

6.FailClause:

6.1. The Bidder under takes that it has not supplied / is not supplying similar products/ systems or subsystems/ services at a price lower than that offered in the present bid in respect of another Ministry/department of the government of India or PSU and if it is found at any stage that similar products / systems or subsystems was supplied by the Bidder to any other Ministry /Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract as already been concluded.

7.IndependentMonitors:

7.1. The BUYER has appointed Independent Monitors (here in after referred to as Monitors)for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).

7.2. The task of the Monitors shall before view independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by their presentative of the parties and performs their functions neutrally and independently.



7.4.Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5.As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest ,unrestricted and unconditional access to his pocket documentation. The same is applicable to sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ subcontract(s)with confidentiality.

7.7. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

8.FacilitationofInvestigation

In case of any allegation of violation of a provisions of this act or payment of commission the BUYER or its agencies shall have been titled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is Chhatrapati Sambhajinagar.

10.Other Legal Actions:

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

11.Validity:

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 8 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period whichever is later, incase BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



12. Other Provisions:

12.1 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

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

BUYER
Name of the Officer
Designation (Office Seal)

BIDDER
Chief Executive Officer

IT Department
Maharashtra Gramin Bank
(Office Seal)

Place _____

Date _____

Witness:

1 _____

(Name &Address): _____

2 _____

(Name &Address): _____

Witness:

1 _____

(Name &Address): _____

2 _____

Name &Address): _____”



**7.11. ANNEXURE 11: PERFORMANCE BANK GUARANTEE
(ON A NON-JUDICIAL STAMP PAPER OF RS.500.00)**

To,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajinagar - 431003

Bank Guarantee No.: _____

Amount of Guarantee: Rs. _____/-

Guarantee Valid up to:

Last date of lodgment of claim:

This deed of guarantee is executed on this _____ Day of _____ 20__ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favor of **Maharashtra Gramin Bank**, (a new Bank constituted by Regional Rural Banking Act, 1976, a body corporate having its Head Office at Plot No.42, Gut No.33 (Part), Village Golwadi, Growth Centre, Waluj Mahanagar 4, CIDCO, Chhatrapati Sambhajinagar - 431003) (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. _____/- (Rs. _____ only) at the request of M/s _____ (with address).

Whereas engagement letter no. _____ PO/LOI _____ dated _____ 20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to _____ (Name of the Project) _____ as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS: -

In consideration of Maharashtra Gramin Bank, the beneficiary bank, having issued engagement letter No. _____ PO/LOI _____ dated _____ 20__ for Rs. _____/- (Rs. _____ only) on M/s _____, having its Head Office at _____ for _____ (Name of the Project) _____ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:



- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/- (Rs. _____ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to _____ months _____, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, _____ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

- a) The Bank's Liabilitynot exceed Rs. _____ . (Rupees _____).
- b) This Bank Guarantee shall be valid up to _____.
- c) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of

Place:

SEAL

Code No.

SIGNATURE



ANNEXURE12: LETTER FOR REFUND OF EMD

(To be provided on letter head of the Bidder's Company)

To,

The General Manager,
Information Technology,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajinagar - 431003

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF:RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank dated _____

We _____ (Company Name) had participated in the Request for Proposal (RFP) RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (Rs)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.12. ANNEXURE 13 A: RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 FOR TENDER PARTICIPATION

In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. "Bidder" (including the term 'tenderer', 'consultant' 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.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order 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
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, 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 percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. 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;
 3. 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;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. 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.

Notwithstanding anything contained in these rules, Department of Expenditure, Govt. of India may, by order in writing, impose restrictions, including prior registrations and/or screening, on procurement from bidders from, or bidders having commercial arrangements with an entity from , a country or countries, a class of countries on ground of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violations of such restrictions.



7.13. ANNEXURE 13B: MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS

To,

The General Manager,
Information Technology,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajnagar - 431003

Dear Sir,

SUB: Model Certificate for Restrictions under Rule 144 (xi) of the General Financial Rules **(GFRs), 2017 for tender participation**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as mentioned in Annexure- 13A of this RFP document.

I certify that We _____(name of the firm) are not from such a country or countries or a class of countries or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

[Evidence of valid registration by the Competent Authority is attached}

Yours faithfully,

Authorized Signatory

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



**7.14. ANNEXURE 14: LIST OF DEVIATIONS REQUESTED
(To be submitted with Technical Bid, if applicable)**

To,
The General Manager,
Information Technology,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajinagar - 431003

Sub:RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Detailed Scope of work, Service levels, Instruction to Bidders, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					
6					
7					
8					

Notwithstanding the request for deviations submitted as above, we understand that the Bank shall have the right to accept or reject the requested deviations without any right to represent to the bidders. The Decision of the bank in this regard shall be final and binding on the part of bidder.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company: ANNEXURE 15: BID FORM

Ref No.....

Place:



Date:

7.15. ANNEXURE 15: LIST OF EXISTING REGIONAL OFFICES

S NO	Regional Offices NAME
1.	Chhatrapati Sambhajinagar
2.	Beed
3.	Nanded
4.	Parbhani
5.	Nashik
6.	Pune
7.	Bhandara
8.	Akola
9.	Solapur
10.	Ratnagiri
11.	Yavatmal
12.	Chandrapur
13.	Latur

The delivery of hardware shall be made to the Branches under the respective Regional Offices of the Bank. As most of these Branches are located in remote areas, the Bidder shall be required to submit an Undertaking confirming their capability and commitment to deliver the hardware and provide related services at all Branches and Regional Offices within the stipulated timeframe as specified in the RFP.

Note: In addition to above other locations of zones/branches/office to be opened in future, as intimated during issuance of PO or intimation of delivery instructions.



7.16. ANNEXURE 16: UNDERTAKING BY BIDDER FOR NON BLACKLISTING

Place: _____

Date: _____

To,

The General Manager,
Information Technology,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajinagar - 431003

Undertaking (To be submitted by all Bidders' on their letter head)

We _____(bidder name),here by undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments/PSUs in India or any Financial Institution in India.
- We also undertake that; we are not involved in any legal case that may affect the solvency /existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.17. ANNEXURE 17: UNDERTAKING FOR NOT BEING NPA

(Performa of letter to be given by all the vendors participating in the RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank on their official letter-head)

Date:

To,

The General Manager,
Information Technology,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajinagar - 431003

Dear Sir,

Sub: RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank

Undertaking (To be submitted by all Bidder's on their letter head)

We _____ (bidder name), hereby undertake that-

- We have not have been declared NPA by any Bank / Financial Institution in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.18. ANNEXURE-18-BG FORMAT FOR EMD

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF Rs.500.00)

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs. /-

To,

Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajinagar - 431003

THIS DEED OF GUARANTEE made at thisday of between Bank of a banking company having its office at hereinafter referred to as 'the Bank' of the One Part and Maharashtra Gramin Bank, (a new Bank constituted by Regional Rural Banking Act, 1976, a body corporate having its Head Office at Plot No.42, Gut No.33 (Part), Village Golwadi, Growth Centre, Waluj Mahanagar 4, CIDCO, Chhatrapati Sambhajinagar - 431003), hereinafter called the Beneficiary, of the other Part.

Whereas the Beneficiary had invited tenders for XXXXXXXXXXXX, vide GeM Bid No: XXXXX dated: XXXXXX.

One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Chhatrapati Sambhajinagar, (valid for 180 days) for Rs XXXXXXX/- (Rs. XXXXXXX only) as Earnest Money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.

M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.

At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing:

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the promises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding



any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. XXXXX/- (Rs. XXXXXXX only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid upto

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank. Notwithstanding anything contained herein:

The liability of the Bank under this Bank Guarantee shall not exceed Rs. XXXXXX/- (Rupees XXXXXX only).

This Bank Guarantee shall be valid up to _____.

Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put is seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....
For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of



7.20 ANNEXURE-19- FORMAT FOR LOCAL CONTENT

CERTIFICATION FOR LOCAL CONTENT

To,

The General Manager,
Information Technology,
Maharashtra Gramin Bank,
Head Office,
Chhatrapati Sambhajnagar - 431003

Dear Sir,

Ref: Your RFP Ref: RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank

Bidder Name:

This is to certify that proposed Product _____ is having the local content of _____ % as defined in the above-mentioned RFP. '

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P45021/2/2017-PP (BE-II) dated June 04, 2020.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.21 ANNEXURE 20: UNDERTAKING FOR REGULATORY GUIDELINES & IT ACT ADHERENCE.

RFP# 03/2025-26 for Supply, Installation ,Commissioning & maintenance of Computer Hardware & Peripherals at various locations of Maharashtra Gramin bank

We, _____ hereby undertake that the proposed product/solution / software to be supplied will be compliant to all existing regulatory guidelines of GOI/RBI/NPCI and also adheres to requirement of IT Act (including amendments in IT ACT), Payment & Settlement Act.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.22 ANNEXURE A: COMMERCIAL BID FORMAT

The bidder is required to update the commercials in the following format:

Schedule I – Hardware

Sl.	Item	Qty	Rate (per unit) incl. all other taxes and levies exclusive of GST	Total Amount incl. all other taxes and levies exclusive of GST
1	Passbook Printers	320	Rs. _____	Rs. _____
2	Multi-Function Inkjet Printers	540	Rs. _____	Rs. _____
3	Flatbed scanner	260	Rs. _____	Rs. _____
4	Desktop PC	1000	Rs. _____	Rs. _____
	Total Cost of Ownership (in figures)			Rs. _____

Schedule II – Annual Maintenance Contract Charges for Schedule I – Hardware

Sr. No.	Description	Quantity	AMC rate *	Amount
1	4 th year and 5 th year comprehensive on-site AMC- Passbook Printer	320	XX %	
2	4 th year and 5 th year comprehensive on-site AMC- Inkjet Printer	540	XX %	
3	4 th year and 5 th year comprehensive on-site AMC- flatbed Scanner	260	XX %	
TOTAL (SCHEDULE-II) INCLUSIVE OF ALL OTHER TAXES DUTIES/ LEVIES EXCEPT GST				∑ Schedule II

*The bidder will endeavour to restrict the AMC rate upto 5% preferably.

Schedule –III - TCO for L1:

For arriving at the TCO, the following table will be considered:

Sr. No	Particulars	Amount in Actual Rupees
1	Total of Schedule – I (Hardware Items)	
2	Total AMC for Two Years (Schedule - II)	
TOTAL COST OF OWNERSHIP FOR 5 YEARS (3+2)		

Total Cost of Ownership (Rupees in words) :- _____

Detailed Technical Specifications as per **Annexure-B.**



Terms & Conditions:

1. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in table above. Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
2. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost
3. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
4. Bank will deduct applicable TDS, if any, as per the law of the land.
5. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
6. The base project location will be Chhatrapati Sambhajinagar.
7. The TCO in words is amount on which the commercial evaluation will be conducted.
8. All prices to be valid for a period of 1 years from the date of contract execution / signing.
9. The Bank reserves the right to renew the contract post completion contract period and the commercials for the same will be discussed based on the scope of work.
10. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
11. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
12. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
13. cost is payable only on actual availing of services and no minimum or fixed fees are payable.
14. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.

Place:

Date:

Seal & Signature of the Bidder



7.23 ANNEXURE B: TECHNICAL EVALUATION CRITERIA

The proposal submitted by the bidders shall, therefore, be evaluated on the following parameters:

S. No.	Evaluation Parameter	Max Marks
1	Bidders experience in IT hardware in last 5 years from the date of RFP (Bidder to submit PO & Work completion Certificate/ recent Satisfactory performance certificate from the clients as a documentary evidences)	40
a	in Public sector banks (10 Marks for each implementation with more than 2000 branches and in multiple of 10 for each such credential subjected to Max 40 Marks)	
b	in private Banks 5 Marks for each implementation with Min 2000 branches and in multiple of 5 for each such credential subjected to Max 40 Marks)	
2	Proposed product technical strength and functional capabilities (based on compliance of Technical & Functional requirement at)	20
3	Project planning, execution methodology and schedule, adherence with timelines (including presentations)	20
4	Customer References and feedback (Based on Site Visit)	20
	Total (Minimum Qualifying marks for Technical Evaluation is 75 marks)	100

Bank may seek clarifications, ask for documentary evidences, may call the bidders for arranging an actual demo/technical presentation at location decided by the bank during any stage of Technical evaluation from any or each of the bidder as a part of technical evaluation.

All and any cost associated with demonstration (including technical resources, travel cost, boarding & lodging cost etc.) will be to the account of the bidder and bank will not bear any cost.

All clarifications received within stipulated time shall only be considered for evaluation. In case a clarification is not received within the stipulated time, then the respective technical parameter would be treated as non-compliant and decision to qualify/disqualify the bidder shall be accordingly taken by Bank.

Proposed hardware by the bidder should ensure **compliance for PROJECT SCOPE&TECHNICAL AND FUNCTIONAL REQUIREMENTS** defined under this RFP.

Moreover, **it is mandatory for bidders to score Minimum 75% or above score in the Technical evaluation process as above to qualify for further processing.** However, Bank may at its discretion may revise the qualification criteria basis the number of technically qualified Bids received.

In the event of no bidders qualifying, Bank at its discretion may choose to award the contract to the highest scoring bidder or waive criteria to select more than one bidder complied with most of the eligibility and technical criteria as prescribed by Bank.



Also Bank may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

Scoring for Site Visit

Bank would carry out reference site visits and/or telephonic feedback with the existing customers of the bidder/OEM. The inputs that have been received from the customer would be considered by the bank and this might not need any documentary evidence. This rating would be purely on the inputs (like satisfaction of the organization of the product, timeliness of implementation, promptness of support services etc.) provided by the bidder/OEM's customers and score would be assigned to bidder.

The bank at its discretion may reject the proposal of the bidder without giving any reasons whatsoever, in case the responses received from the site visits are negative.

The bidder would be required to coordinate for such interactions. However, the bidder would not be allowed to be party to the discussion between the bank & the bidder/OEM's clients.



7.24 ANNEXURE C: SCOPE OF WORK

Scope of Work

Bank intends to purchase computer Hardware for Bank daily operational work. Bank therefore intends to engage vendor for Supply, Installation, commissioning, Configuration, and Maintenance of Hardware at various locations of the Bank, any branches/zones/offices to be opened in future.

Quantity of computer Hardware:

Sl.	Category type	Quantity (in numbers)
1	Passbook Printers	320
2	Multi-Function Inkjet Printers	540
3	Flatbed scanner	260
4	Desktop PC	1000

Note: Bank reserve the rights to alter the quantity in each category by +/- 25%, also to delete the one or more line items mentioned above.

The Hardware supplied should be compatible for seamless integration of various operating systems and various applications of the Bank.

Requirement:

Brand new Hardware should be supplied as per the specification mentioned in **Annexure-H** with preloaded latest Operating System. The Hardware supplied must carry Three (3) years comprehensive onsite warranty support + 2 years AMC.

Security Features:

1. Supplied Hardware should be preloaded operating systems along with Anti-virus and to be able to upgrade as per the latest Version of required Operating System from time to time.
2. **Stored Data Protection:** Methods to protect stored data which insulate business data from personal data making it easier to wipe the former without the latter. In case of any lost theft of hardware, system/central server should have the capability to delete /remove the data of lost Hardware immediately so that fraudster may not get access of the confidential information from the lost Hardware.

The proposed Hardware and its O/S should be latest model and should be supported by the OEM for next three years. It should not use any of the prohibited Hardware / Software items prescribed by RBI, Cert-IN and Govt. of India.

Hardware should not contain any malware, any malicious applications or software while handing over to Bank.



7.25 ANNEXURE D: ELIGIBILITY EVALUATION

The Bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

ELIGIBILITY CRITERIA COMPLIANCE TABLE

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 5 years from the date of issuance of RFP.		Copy of the Certificate of Incorporation copies of memorandum and article of association. PAN Card, GST Registration.
2	Bidder should have minimum average annual turnover of Rs. 36 Crores each during the last three financial years that is FY 2022-23, FY 2023-24 and FY 2024-25 as per audited financial statements. This must be individual company and not of any group of companies.		Copy of the audited Balance Sheet for preceding three years. FY 2022-2023 FY 2023-2024 FY 2024-2025* *If audit for the year 2024-25 is not completed, then provisional balance sheet for the year 2024-2025 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company
3	The Bidder should be a profit making company/organization and should have earned Net profit or positive net worth in at least two of the preceding three Financial Years		Copy of the audited Balance Sheet for preceding three years. FY 2022-2023 FY 2023-2024 FY 2024-2025* *If audit for the year 2024-25 is not completed, then provisional balance sheet for the year 2024-2025 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company
4	The Original Equipment Manufacturer (OEM) should have ISO 9000 / ISO 9001 certification for Design & manufacturing of Hardware.		Necessary valid certificate be enclosed.



Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
5	If the bidder is an authorized supplier of the Hardware, then the original manufacturer shall also meet the turnover and financial criteria mentioned above. OEM Turn over should not be less than Rs.3200 Crore in each of last three FY		<p>Copy of the audited Balance Sheet for OEM for preceding three years. FY 2022-2023 FY 2023-2024 FY 2024-2025*</p> <p>*If audit for the year 2024-25 is not completed, then provisional balance sheet for the year 2024-2025 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company</p> <p>Also Manufacturer's Authorization Form (MAF) from OEM on OEM's Letter head needs to be submitted by bidder as per Annexure-K of this RFP.</p>
6	The bidder / OEM shall have Service centers at minimum 13 locations across the country (refer annexure 15) either own or through franchisee.		List of such support centers with contact persons, telephone numbers and addresses should be enclosed (Refer Annexure-15). And provide the escalation matrix
7	The bidder/OEM should have support Office/Branch in Chhatrapati Sambhajnagar. In case direct support offices of the bidder is not present in Chhatrapati Sambhajnagar then an undertaking to be provided by the bidder stating that direct support would be provided by the Bidder at Chhatrapati Sambhajnagar		Supporting document. Undertaking confirming availability of direct support at Chhatrapati Sambhajnagar
8	The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks.		Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid.(As per Annexure-16)
9	Self-declaration certified by Statutory Auditor stating that the Bidder is not having any legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its		Self-Declaration duly certified by Statutory Auditor.



Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies. Bidder to submit declaration in this regard duly certified by Statutory Auditor.		
10	The Bidder/Bidder's parent company should not have been declared Non-Performing Asset (NPA) and defaulter in repayment of instalments by any BFSI organization as on date of submission of the tender, otherwise the bid will not be considered.		Self-Declaration letter signed by Authorized Signatory to be submitted as per Annexure-17.
11	The bidder should have supplied minimum 4000 computer Hardware in single order/multiple orders to any in India cumulatively during previous three financial years from the date of issuance of RFP to any Central Govt./State Govt./PSU/BFSI/reputed Private Firms/MNCs		Successful completion certificates or engagement letter from the Bank. Or PO / Agreement copy along with latest invoice. The Bidder to submit successful completion letter/PO or legal agreement and latest invoice
12	The bidder should have executed orders for supply of computer Hardware to Central Govt./State Govt./PSU/BFSI/reputed Private Firms/MNCs of value Rs. 50.00 Crore or more under single order during last three financial years. Necessary certificates to that effect from the banks should be enclosed.		Successful completion certificates or engagement letter from the Bank. Or PO / Agreement copy along with latest invoice The Bidder to submit successful completion letter/PO or legal agreement and latest invoice.
13	Adoption Integrity Pact		Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure 10
14	Standardization Testing and Quality Certification		Bidder need to submit undertaking confirming following:



Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
			1. STQC certificate for the proposed hardware will be submitted before delivery of hardware at no extra cost to the Bank. 2. If bidder is unable to submit STQC Certificate, Bank reserves the right to invoke EMD and / or Blacklist the bidder
15	Solvency Certificate of Minimum 2.00 Crore		Bidder should have solvency Certificate of Minimum 2 Crore
16	Submission of Documents		Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
17	ISO 9001, ISO 20000, ISO 27000		The Bidder should possess following certification: ISO 9001, ISO 20000, ISO 27000
18	Numbering to Documents		Bidders has to put the numbering to documents as per the Eligibility evaluation ANNEXURE D

Note:

- 1) Bidder are supposed to provide adequate evidences in order to confirm their eligibility Compliance. It is in the interest of bidders to submit clear, precise & complete evidence in support of each of the eligibility mentioned above.
- 2) For Eligibility Evaluation Bank rely completely on the response submitted by bidders as a part of their Eligibility & Technical Bid. Any assumptions made may not be taken into consideration. Bank shall also not be responsible in case of any omissions/mistakes or incomplete responses submitted by the bidder and reserves the right to carry out eligibility evaluation solely based on the responses submitted by the bidders.
- 3) Documentary evidence must be submitted for each criterion.

Note: In line with the contents of order No. 6/18/2019-PPD (Public Procurement No. 1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the "restrictions under Rule 144 (xi) of the General Financial (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid this tender only if the bidder is registered with the competent Authority. Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)). For details please refer Annexure 26 of this RFP. For any further reference in this regard, Compilation of amendments in GFR, 2017 updated up to June,2022 issued by Department of Expenditure, Ministry of Finance , Gol shall be applicable.



7.26 ANNEXURE E: PROJECT TIMELINES

Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery and installation of the Hardware ordered and for making them fully operational at no extra charge **within 8 weeks of receiving the purchase order at each and every designated location**. The location for delivery shall be intimated in phased manner as per delivery locations specified in Annexure-15 or any zones/branches/offices to be opened in future. The signing authority will be Branch Manager or Authorized Official at branch / office. Bidder shall also be responsible for installing requisite application software and middleware required by the Bank e.g. antivirus and also to do the required hardening as per Bank's procedure on the Hardware. The dump of required software shall be provided by the Bank

If the bidder fails to deliver and/or install all the Hardware ordered within the stipulated time schedule or by the date extended by Maharashtra Gramin Bank, it will be a breach of contract. In such case, Maharashtra Gramin Bank may foreclose the bank guarantee without any notice. In the event of Maharashtra Gramin Bank agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Maharashtra Gramin Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event the advance paid to bidder will become returnable to Maharashtra Gramin Bank forthwith and Maharashtra Gramin Bank reserves its right to foreclose the bank guarantee.

Appropriate insurance to cover the Hardware for the transit period and till 30 days after delivery or installation whichever is earlier. The copy of the Insurance Policy should be submitted to the Bank after PDI at the discretion of Maharashtra Gramin Bank, there will be an acceptance test conducted by the bidder in presence of Maharashtra Gramin Bank officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in /software supplied, Maharashtra Gramin Bank may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks



7.27 ANNEXURE F: PAYMENT TERMS

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. 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 professional fees quoted by the bidder in the price bid against such activity / item.

The payment will be released as follows:

Maharashtra Gramin Bank will make payment as follows:

1. 90 % of the order value will be paid on completion of delivery, installation, commissioning, testing and signoff of all the Hardware ordered.
2. Out of the balance 10%, 1% amount would be retained by the Bank till expiry of warranty period and 9% would be paid against submission of Bank Guarantee of equivalent amount.
3. Payment will be processed and released centrally only after submission of all required documents.

Description of the envisaged scope is enumerated as part of Annexure C of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. **The bidder needs to quote as per the Bill of Materials mentioned in Annexure A.**

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.



7.28 ANNEXURE G: SERVICE LEVEL REQUIREMENTS

Liquidated Damages:

If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order (beyond 8 weeks from the date of PO), the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank. In case the complete delivery is delayed beyond the scheduled delivery date, Bank reserves the right to cancel the contract and return the partially delivered Hardware, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value. No Liquidity damages shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the bidder.

Cumulative LD imposed for all the sites shall be **subject to maximum of 10 percent of the total contract value.**

Once the maximum is reached, the Bank may consider termination of the contract. Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee/Performance. Guarantees in case of inordinate delays in the delivery/ installation of the Hardware.

If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages of 10% of contract value.

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.



Service Levels & Penalty for deficiency in service:

Bidder should provide facility of call (fault) logging through telephone, e-mail, FAX, web portal, etc. and bidder must submit call wise details monthly during warranty period along with invoice otherwise payment will not be released.

Any Hardware that is reported to be down by 3.00 p.m. on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) latest in next three (3) working days.

In case bidder fails to meet the above standards of maintenance (beyond permissible limit as above), **Bank may impose penalty of Rs. 500/- per Hardware per day.**

During warranty period, the penalty would be recovered from the bidder from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the bidder would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the bidder does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount



7.29 ANNEXURE H: DETAILED TECHNICAL SPECIFICATIONS OF COMPUTER HARDWARE EVALUATION CRITERIA

Hardware Configuration

Passbook Printer:

Sl.	Item	Required Specification
1.	Make	Must be specified
2.	Model	Must be specified. All the relevant product brochures and manuals must be submitted.
3.	Print Head	24 Pin
4.	Print Width	90 Col at 10 CPI
5.	Print Matrix	24 x 12 draft, 24 x 36 NLQ
6.	Character pitch	10, 12, 15, 17.1 CPI
7.	Line pitch	6, 8 lpi, incremental
8.	Print Speed	Minimum 400 CPS (draft), 150 CPS (NLQ) at 10 CPI
9.	Print Method	Horizontal / Vertical
10.	Print Modes	Draft and NLQ Condensed, Double h/w, graphics, bit-image mode
11.	Print attributes	Bold, Italics, underline, wide-font, super and sub scripting
12.	Paper handling	Automatic front feed for handling average size passbook with Automatic document alignment
13.	Emulations	IBM, EPSON, ESC/P & Olivetti
14.	Interface	RS 232C Serial and Parallel interface with cables
15.	Noise Level	Less than 55 dB
16.	Driver Compatibility	IBM pro printer driver compatibility needed
17.	Bilingual	The printer should have bilingual (Devanagari & English) printing capability
18.	Drivers	Windows 7 / 8 / 8.1/10/11
19.	Compatibility	All printer should support DLP software in raw printing mode
20.	Warranty	3 Years Comprehensive onsite Warranty+2 years AMC

- **Provide the tonner costing**
- **Warranty is on year only not on page count**
- Appropriate cable must be included in the offer

Note: Passbook printers shall be supplied with uniform pre-defined calibration / settings as will be communicated to the successful bidder



Ink Jet Printer (Black & white)

SI	Feature	Specification
1	Make & Model	Make and Module specified by bidder.
2	Printer Type	Monochrome All-in-one Printer with Print, Scan, Copy.
3	Cartridge Technology	Ink
4	Printing Technology	Heat Free Technology
5	Maximum Resolution	1200 x 2400 dpi (with Variable-Sized Droplet Technology)
6	Print Speed per minute as per ISO/IEC 24734 in (A4) Size - Mono	upto 39ppm
7	Automatic 2-sided printing (Duplex Printing)	Yes (A4 Size)
8	Scanning	Flatbed colour image scanner, ADF
9	Connectivity	Hi-speed USB, Ethernet
10	Network	TCP/IPv4, TCP/IPv6
11	Network Protocol	SNMP, HTTP, DHCP, BOOTP, APIPA, PING, DDNS, mDNS, SLP, WSD, LLTD
12	Control Panel LCD Screen	Min 2.4" LCD Touchscreen
13	Operating System Compatibility	Windows 7 / 8 / 8.1 / 10/11 Windows Server 2003 / 2008 / 2012 / 2016/2019 Only printing and scanning functions are supported for Windows Server OS Mac OS X 10.6.8 or later
14	Memory (MB)	Min 512MB
15	Rated Voltage / Frequency	AC 220 – 240 V, 50 – 60 Hz
16	Power Consumption	12 W
17	Yield of the single cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints)	Min 6000
18	Paper Feed Method	Friction Feed
19	Paper Hold Capacity: Input Capacity	Front Tray: 250 Sheets-A4 / Letter Plain Paper (80 g/m ²); 10-sheets-Envelope; Rear slot: 1 sheet-A4 paper Up to 100 sheets
20	Paper Size	Legal, Indian-Legal (215 x 345 mm), 8.5 x 13", Letter, A4, 16K (195 x 270 mm), B5, A5, B6, A6, Hagaki (100 x 148 mm), Envelopes: #10, DL, C6
21	BIS Registration	Yes
22	On site OEM warranty (Years)	3 Years onsite OEM comprehensive warranty + 2 Years AMC(Warrant on Year Only not on page count)

- **Provide the tonner costing**
- **Warranty is on year only not on page count.**
- Appropriate cable must be included in the offer



Flatbed Scanner:

Sl.	Item	Specifications required
1.	Scanner Type	Flat Bed, Color & Monochrome
2.	Resolution	Minimum 600 x 1200 DPI true resolution.
3	Color	Minimum 48 bit color
4	Interface	Parallel / USB
5	Interface cable	Appropriate cable must be included in the offer
6	Document size	Standard A4 Size
7	Software	Scanning software, image editing software, OCR software, document management software
8.	Drivers	Latest version for Windows 7/10/11 professional
9	Warranty	3 Years Comprehensive onsite Warranty+2 years AMC



CTS Scanner:

Sl.	Specifications required
1	Make and Module specified by bidder.
2	The proposed Cheque Scanner should have the capabilities and features to scan and capture information from instruments adhering to NPCI specifications of CTS 2010 Cheque format which should be integrated with the Bank's CTS Application (with one complete set of consumables like printing cartridge and scanner cleaning kit).
3	The Scanner should be capable of scanning a minimum of 100 cheques per minute or above with UV features and UV Scanning Speed of minimum 75 or higher DPM on Indian Cheques. The Proposed Cheque Scanner should be able to capture Indian (6 Inches or higher) along with the deposit slips as well.
4	The proposed Cheque Scanner should have minimum one input and one or more output pockets/bins.
5	During the Product life, that is, warranty of five years, scanner should scan the cheques without degrading the image quality and also comply with the endorsement requirement stated in the Circular issued by - RBI/NPCI from time to time.
6	Support for Resolution of 100 dpi and 200 dpi.
7	The scanner should support JFIF image format with JPEG compression Technology and TIFF image format with CCITT G4 compression Technology as per RBI mandate.
8	The scanner should be compatible with Windows 10/11 Professional/Enterprise Version or above.
9	The scanner should print minimum two lines endorsement 44 digits on the back of the cheque prior to / at the time of imaging of the cheque
10	Facility to be provided to scan already endorsed cheques separately for endorsing in a different place.
11	The scanner should support multi-locations endorsements four position endorsements). It should not be overwritten / overlapping on each other.
12	Capacity of Auto Feeder should be minimum of 35 cheques. The auto feeder should be capable of feeding only one cheque at a time. Piggybacks, if any should be sensed and warning provided for the same. The scanner should never scan two instruments at a time, i.e., scanning front side of one cheque and rear side of another cheque
13	The scanner must have the facility to identify the Ultraviolet Bands in the cheques.
14	The scanner should have the facility to find areas where Ultra Violet Ink is erased or tampered.
15	The scanner should have the facility to find Counterfeit / Fraud / Doctored cheques.
16	All accessories including the Indian condition power cords needs to be supplied.



17	The printer provided should be compatible with USB 2.0 technology or above and USB interface cable to be provided to Bank.
18	Necessary API/Tools including Image Quality Analysis (IQA) software for verification of cheque Image Quality as per RBI/NPCI requirements and for cheque scanning with all the above features including UV facility needs to be supplied for all the scanners with necessary licenses.
19	The Bidder and OEM shall provide necessary support for integration of scanner and IQA with CTS Software of the Bank.
20	Printing cartridge / Cleaning Tape / Card / Kit (should be easily available in the market and not be proprietary item.)
21	Scanner should contain imaging module for Binary b/w Front, Binary b/w Back, Grey scale Front, Grey scale back and UV only.
22	The proposed Cheque Scanner should have MICR read head, endorser, Sorter, in-built OCR, front and back grey scale, front and back black & white scale and UV image capture in a single pass
23	The proposed Cheque Scanner by the Vendor and OEM shall be fully compliant to the IQA (Image Quality Assessment) standard indicated by RBI/NPCI in its latest Circular
24	5 Years warranty

- Appropriate cable must be included in the offer



Desktop PC-

Sr.	Category	Specification Required
1.	MAKE	Make, Model, Part Number and details – Must be Specified and all the relevant product brochures and manuals must be submitted
2	CPU	intel® Core™ i5 Processors 13th generation or Higher OR AMD Ryzen 5 8000 Series Processor or Higher
3	MEMORY	16 GB DDR 5 4800 MHz or higher, RAM upgradable up to 64 GB or more with minimum 2 DIMM slots
4	Mother Board	Intel H670 or Intel B660 or AMD PRO 565 or Higher Chipset or AMD PRO 500 or Higher Chipset on OEM Motherboard Should have following features: * Minimum 2 Free PCIe Slots * Compatible with CPU & RAM
5	Monitor	Minimum 18.5" Wide or higher TFT LCD Color Monitor with TCO 07 Certified or Equivalent or Higher accepted.
6	Display Controller	Intel HD graphics / Integrated Graphics
7	Hard Disk	Minimum 512GB SSD or 512 GB NVMe SSD
8	Ethernet Interface	10/100/1000 Mbps auto-sensing Ethernet interface with UTP port with Wake-on-LAN support. Internet Protocol Version 6 & 4 (TCP Ipv6 & TCP Ipv4) ready.
9	Ports	8USB Ports (Front- 2 USB 3.2 Gen 1 Type-A ports, 2 USB 2.0 Type-A ports. Back- 2 USB 3.2 Gen 1 Type-A ports, 2 USB 2.0 Type-A ports with Smart Power On),(Front total 4 USB and Back Total 4 USB) 1 HDMI, 1VGA, Ethernet RJ45, Universal Audio Jack,
10	Keyboard (USB/PS/2)	Standard PC OEM Keyboard wired
11	Mouse (USB/PS/2)	2 button optical scroll mouse with mouse pad
12	Power supply	180 watts SMPS power supply, should be capable to support fully configured PC Power efficiency – 85% & above(Declaration certificate from OEM)
13	Power Management	Energy star compliant for power saving
14	Operating System	Windows 11 Professional license (Windows 11 professional 64 bit build 1903 or higher) OS with Windows 11 recovery Media. Drivers for Windows 11 , 64-bit should also be provided through Media and dump on HDD partition Bidder must furnish a list of serial numbers of all CoA / DPK along with the corresponding list of PC system serial numbers for Operating system licenses which are pre-loaded.



Sr.	Category	Specification Required
15	Bundled software	Standard bundled software pertaining to the model offered should be included in offer (Must be specified in the offer)
16	Warranty	5 Years Comprehensive onsite Warranty
17	Product Details testing	The product details / brochure should be available on publicly available website.
18	Certification	ISO 14001, ISO 9001, Windows 11 certification, Hardware Base TPM enabled . FCC, CE, UL/MET, Energy Star 8 or higher /BEE star Ver 1 with Logo Printed,. EPEAT India and ROHS compliant. ,EPR Authorization/Other environmental standards
19	Peripherals	The Keyboard, Mouse & Monitor shall be OEM specific.
20	Key/License	Digital Key with Label on CPU

Additional terms and conditions

- A 100% Make in India AI & ML based deep Learning technology that non-intrusively enhances run-time energy savings up to 30% beyond normal OS efficiency, without impacting system performance or user experience A standalone agent with an installer (.exe/.msi) under 4 MB, fully self-contained with no external downloads during or before installation, compatible with Windows 10, 11. OEM authorization Certificate should be attached with bid for authenticity of the genuine product.
- The agent has built-in soft meter certified for accuracy to a hard meter >= 90% by global consulting firms like Big4 and national certifying institutions like BEE, Teri, Bharat Electronics etc. All relevant documents and certificates should be attached with bid.
- Product(Model) specific Microsoft certificate.
- Preinstalled OEM PC hardware diagnostic required
- Pre-installed OEM Assets Management Tool
- Hard Disk Retention—Defective hard disk/SDDs,if replaced during warranty/AMC,shall be retained by the Bank and not taken back by the vendor/OEM.
- Appropriate cable must be included in the offer



7.30 ANNEXURE I: COMPLIANCE TO HARDWARE CONFIGURATION

Hardware Configuration

Passbook Printer:

Sl.	Item	Required Specification	Complied (Y/N)	Details of Parameter offered
1.	Make	Must be specified		
2.	Model	Must be specified. All the relevant product brochures and manuals must be submitted.		
3.	Print Head	24 Pin		
4.	Print Width	90 Col at 10 CPI		
5.	Print Matrix	24 x 12 draft, 24 x 36 NLQ		
6.	Character pitch	10, 12, 15, 17.1 CPI		
7.	Line pitch	6, 8 lpi, incremental		
8.	Print Speed	Minimum 400 CPS (draft), 150 CPS (NLQ) at 10 CPI		
9.	Print Method	Horizontal / Vertical		
10.	Print Modes	Draft and NLQ Condensed, Double h/w, graphics, bit-image mode		
11.	Print attributes	Bold, Italics, underline, wide-font, super and sub scripting		
12.	Paper handling	Automatic front feed for handling average size passbook with Automatic document alignment		
13.	Emulations	IBM, EPSON, ESC/P & Olivetti		
14.	Interface	RS 232C Serial and Parallel interface with cables		
15.	Noise Level	Less than 55 dB		
16.	Driver Compatibility	IBM pro printer driver compatibility needed		
17.	Bilingual	The printer should have bilingual (Devanagari & English) printing capability		
18.	Drivers	Windows 7 / 8 / 8.1/10/11		
19.	Compatibility	All printer should support DLP software in raw printing mode		
20.	Warranty	3 Years Comprehensive onsite Warranty+2 years AMC		

Note: Passbook printers shall be supplied with uniform pre-defined calibration / settings as will be communicated to the successful bidder



Inkjet Printer

S.No	Feature	Specification	Complied (Y/N)	Details of Parameter offered
1	Printer Type	Print, Scan, Copy, Duplex scan with ADF		
2	Printing Technology	Heat-Free Technology		
3	Print Direction	Print Direction		
4	Maximum Resolution	1200 x 2400 dpi (with Variable-Sized Droplet Technology)		
5	Print Speed	Up to 39 ppm		
6	Automatic 2-sided printing (Duplex Printing)	Yes (A4 size)		
7	Scanning	Flatbed/ADF		
8	Interface	Hi-speed USB, Ethernet TCP/IPv4, TCP/IPv6		
9	Network Protocol	SNMP, HTTP, DHCP, BOOTP, APIPA, PING, DDNS, mDNS, SLP, WSD, LLTD		
10	Printer Software	Windows XP / Vista / 7 / 8 / 8.1 / 10 Windows Server 2003 / 2008 / 2012 / 2016 Only printing and scanning functions are supported for Windows Server OS Mac OS X 10.6.8 or later		
11	RAM	Min 512MB		
12	Page Yield	6,000		
13	Paper Feed Method	2		
14	Paper Hold Capacity Input Capacity	Front Tray: 250 Sheets-A4 / Letter Plain Paper (80 g/m2); 10-sheets-Envelope; Rear slot: 1 sheet-A4 paper Up to 100 sheets		



S.No	Feature	Specification	Complied (Y/N)	Details of Parameter offered
15	Output Capacity	Legal, Indian-Legal (215 x 345 mm), 8.5 x 13", Letter, A4, 16K (195 x 270 mm),		
16	Paper Size	B5, A5, B6, A6, Hagaki (100 x 148 mm), Envelopes: #10, DL, C6 215.9 x 1200 mm (8.5 x 47.24")		
17	On Site OEM Warranty(Years)	3 Years Comprehensive onsite Warranty+2 years AMC. *		
18	Drivers	Latest version for Windows 7/10/11 professional		



Flatbed Scanner:

Sl.	Item	Specifications required	Complied (Y/N)	Details of Parameter offered
1.	Scanner Type	Flat Bed, Color & Monochrome		
2.	Resolution	Minimum 600 x 1200 DPI true resolution.		
3.	Color	Minimum 48 bit color		
4.	Interface	Parallel / USB		
5.	Interface cable	Appropriate cable must be included in the offer		
6.	Document size	Standard A4 Size		
7.	Software	Scanning software, image editing software, OCR software, document management software		
8..	Drivers	Latest version for Windows 7/10/11		
9.	Warranty	3 Years Comprehensive onsite Warranty and 2 Years AMC		



CTS Scanner:

Sl.	Specifications required	Complied (Y/N)	Details of Parameter offered
1	Make and Module specified by bidder.		
2	The proposed Cheque Scanner should have the capabilities and features to scan and capture information from instruments adhering to NPCI specifications of CTS 2010 Cheque format which should be integrated with the Bank's CTS Application (with one complete set of consumables like printing cartridge and scanner cleaning kit).		
3	The Scanner should be capable of scanning a minimum of 100 cheques per minute or above with UV features and UV Scanning Speed of minimum 75 or higher DPM on Indian Cheques. The Proposed Cheque Scanner should be able to capture Indian (6 Inches or higher) along with the deposit slips as well.		
4	The proposed Cheque Scanner should have minimum one input and one or more output pockets/bins.		
5	During the Product life, that is, warranty of five years, scanner should scan the cheques without degrading the image quality and also comply with the endorsement requirement stated in the Circular issued by - RBI/NPCI from time to time.		
6	Support for Resolution of 100 dpi and 200 dpi.		
7	The scanner should support JFIF image format with JPEG compression Technology and TIFF image format with CCITT G4 compression Technology as per RBI mandate.		
8	The scanner should be compatible with Windows 10/11 Professional/Enterprise Version or above.		
9	The scanner should print minimum two lines endorsement 44 digits on the back of the cheque prior to / at the time of imaging of the cheque.		
10	Facility to be provided to scan already endorsed cheques separately for endorsing in a different place.		
11	The scanner should support multi-locations endorsements four position endorsements). It should not be overwritten / overlapping on each other.		
12	Capacity of Auto Feeder should be minimum of 35 cheques. The auto feeder should be capable of feeding only one cheque at a time. Piggybacks, if any should be sensed and warning provided for the same. The scanner should never scan two instruments at a time, i.e., scanning front side of one cheque and rear side of another cheque		



Sl.	Specifications required	Complied (Y/N)	Details of Parameter offered
13	The scanner must have the facility to identify the Ultraviolet Bands in the cheques.		
14	The scanner should have the facility to find areas where Ultra Violet Ink is erased or tampered.		
15	The scanner should have the facility to find Counterfeit / Fraud / Doctored cheques.		
16	All accessories including the Indian condition power cords needs to be supplied.		
17	The printer provided should be compatible with USB 2.0 technology or above and USB interface cable to be provided.		
18	Necessary API/Tools including Image Quality Analysis (IQA) software for verification of cheque Image Quality as per RBI/NPCI requirements and for cheque scanning with all the above features including UV facility needs to be supplied for all the scanners with necessary licenses.		
19	The Bidder and OEM shall provide necessary support for integration of scanner and IQA with CTS Software of the Bank.		
20	Printing cartridge / Cleaning Tape / Card / Kit (should be easily available in the market and not be proprietary item.)		
21	Scanner should contain imaging module for Binary b/w Front, Binary b/w Back, Grey scale Front, Grey scale back and UV only.		
22	The proposed Cheque Scanner should have MICR read head, endorser, Sorter, in-built OCR, front and back grey scale, front and back black & white scale and UV image capture in a single pass		
23	The proposed Cheque Scanner by the Vendor and OEM shall be fully compliant to the IQA (Image Quality Assessment) standard indicated by RBI/NPCI in its latest Circular		
24	Warranty-5 Years Comprehensive onsite Warranty		



Desktop PC-

Sr.	Category	Specification Required	Complied (Y/N)	Details of Parameter offered
1.	MAKE	Make, Model, Part Number and details – Must be Specified and all the relevant product brochures and manuals must be submitted		
2	CPU	Minimum Intel® Core™ i5 Processors 13th generation or Higher OR AMD Ryzen 5 8000 Series Processor or Higher		
3	MEMORY	16 GB DDR 5 4800 MHz or higher, RAM upgradable up to 64 GB or more with minimum 2 DIMM slots		
4	Mother Board	Intel H670 or Intel B660 or AMD PRO 565 or Higher Chipset on OEM Motherboard Should have following features: * Minimum 2 Free PCIe Slots * Compatible with CPU & RAM		
5	Monitor	Minimum 18.5” Wide or higher TFT LCD Color Monitor with TCO 07 Certified or Equivalent or Higher accepted.		
6	Display Controller	Intel HD graphics / Integrated Graphics		
7	Hard Disk	Minimum 512GB SSD		
8	Ethernet Interface	10/100/1000 Mbps auto-sensing Ethernet interface with UTP port with Wake-on-LAN support. Internet Protocol Version 6 & 4 (TCP Ipv6 & TCP Ipv4) ready.		
9	Ports	8USB Ports (Front- 2 USB 3.2 Gen 1 Type-A ports, 2 USB 2.0 Type-A ports. Back- 2 USB 3.2 Gen 1 Type-A ports, 2 USB 2.0 Type-A ports with Smart Power On), 1 HDMI, 1VGA, Ethernet RJ45, Universal Audio Jack,		
10	Keyboard (USB/PS/2)	Standard PC OEM Keyboard wired		



Sr.	Category	Specification Required	Complied (Y/N)	Details of Parameter offered
11	Mouse (USB/PS/2)	2 button optical scroll mouse with mouse pad		
12	Power supply	180 watts SMPS power supply, should be capable to support fully configured PC Power efficiency – 85% & above(Declaration certificate from OEM)		
13	Power Management	Energy star compliant for power saving		
14	Operating System	Windows 11 Professional license (Windows 11 professional 64 bit build 1903 or higher) OS with Windows 11 recovery Media and Product manuals Drivers for Windows 11 , 64-bit should also be provided through Media and dump on HDD partition Bidder must furnish a list of serial numbers of all CoA / DPK along with the corresponding list of PC system serial numbers for Operating system licenses which are pre-loaded.		
15	Bundled software	Standard bundled software pertaining to the model offered should be included in offer (Must be specified in the offer)		
16	Warranty	5 Years Comprehensive onsite Warranty		
17	Product Details testing	The product details / brochure should be available on publicly available website.		
18	Certification	ISO 14001, ISO 9001, Windows 11 certification, Hardware/Firmware based TPM enabled BIS, BEE, EPR, RoHS or any other relevant Indian Certificates		
19	Peripherals	The Keyboard, Mouse & Monitor shall be OEM specific.		
20	Key/License	Digital Key with Label on CPU		

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.31 ANNEXURE J: MANUFACTURER'S AUTHORIZATION FORM (MAF)

No. _____ dated _____
TO

Dear Sir,
Tender Reference No. _____

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We confirm that our company (as a single unit, not the group) has net sales turnover exceeding Rs 36 crores in each last three financial years (i.e. 2022-23,2023-24 & 2024-25). We also confirm that our company has made a net profit after tax in ___ years in last three Financial Years.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s _____ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same terms and condition.

We also clarify that the Microsoft windows operating systems supplied as part of IT hardware are genuine and all the hardware supplied carries 3 & 5 years' comprehensive onsite warranty.

Yours faithfully,
(Name

for and on behalf of

M/s _____
(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.