

## **RFP 01/2021-22**

**REQUEST FOR PROPOSAL (RFP)**  
FOR  
**SUPPLY, INSTALLATION, COMMISSION AND MAINTENANCE**  
OF  
**COMPUTER HARDWARE - DESKTOP PCS, SERVER PCS,**  
**PASSBOOK PRINTERS AND LASER JET PRINTERS**  
FOR  
**VARIOUS BRANCHES/OFFICES OF**  
**MAHARASHTRA GRAMIN BANK**

**NAME OF THE PROJECT: HARDWARE PROCUREMENT - PLAN 2021-22**

**COST OF TENDER DOCUMENT – Rs 5000/-**



**Maharashtra Gramin Bank**  
**Head Office, Plot No 42, Gut No 33, Golwadi,**  
**Walunj Mahanagar IV, CIDCO, Aurangabad 431010**

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## 1. Invitation for Tender offers

Maharashtra Gramin Bank invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed manufacturers and / or authorized dealers of PCs for supply, installation and commissioning of computer hardware as specified in Schedules of Requirement schedule I & II.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of ₹5,000/- (Rs. Five Thousand only) by demand draft in favor of Maharashtra Gramin Bank and payable at Aurangabad or NEFT/RTGS/IMPS (with Receipt of transaction) on below account details.

Name of Beneficiary & Bank	Maharashtra Gramin Bank
Account No.	80032726336
IFSC Code	MAHG0004000
GST No.	27AACAM8494M1ZT

### Bid Collection and Submission

Tender Reference number	<b>01/2021-22</b>
Price of Tender Copy	₹5,000/- *
Date of commencement of sale of tender document	03/05/2021
Queries to be mailed by	14/05/2021
Pre-Bid meeting with Bidders	17/05/2021 at 12:00 hours
Last Date of sale of tender document	29/05/2021 up to 11:00 hours
Last Date and Time for receipts of tender offers	29/05/2021 up to 13:00 hours
Time and Date of Opening of technical/commercial bid	29/05/2021 at 15:00 hours
Place of Opening tender offers	Maharashtra Gramin Bank Head Office, Plot No 42, Gut No 33, Golwadi, Walunj Mahanagar IV, CIDCO, Aurangabad – 431 010
Address of Communication	As above
Earnest Money Deposit	₹2,37,000/- *
Contact Telephone Numbers	Phone : 0240 – 6650202

\* Tender copy price & EMD is compulsory to participate in bid process, no any exemption will be permitted. Please note that to attend Pre-bid bid meeting, it is mandatory to purchase the Tender Document.

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/Commercial bid. It should be in separate cover to be handed over to the department.

Tender offers will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and it's Annexure.

Sd /-  
General Manager (IT)  
Maharashtra Gramin Bank

## About Maharashtra Gramin 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 7 Regional Offices and 412 branches spread over 17 districts of Maharashtra State at the end of December 2020. Expansion of branches is being done in the service area of 17 districts as per government guidelines and administration is done through 3 tier organizational set up consisting of branches, Regional Offices and Head Office.

## 2. Instructions to bidders

### 2.1. Two Bid System Tender

Technical Bid and Commercial Bid must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial bid must be submitted separately to the Bank.**

#### Bank's address

The Chief Manager,  
 Information Technology,  
 Maharashtra Gramin Bank  
 Head Office, Plot No 42,  
 Gut No 33, Golwadi,  
 Walunj Mahanagar IV,  
 CIDCO, Aurangabad – 431 010.

Following three officers have been authorized to accept the tender documents

1. S.D.Sawant, Chief Manager, Head Office Aurangabad
2. Rajesh Kumar, Manager, Head Office Aurangabad
3. Saiprakash Maddi, Assistant Manager, Head Office Aurangabad

**All the envelopes must be super-scribed with the following information:**

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

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company.

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.

#### **ENVELOPE-I (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 as per sequence asked for in Annexure A. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. For example, the Technical bid should mention that AMC charges are included in the Commercial bid, without mentioning the actual amounts in the TECHNICAL BID. A photocopy copy of Commercial offer with prices duly masked submitted along with the Technical Bid.

#### **ENVELOPE-II (Commercial bid):**

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photocopy copy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

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.

These two envelopes containing the Technical bids and Commercial bid should be **separately** submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that **offer will be rejected outright.**

### **2.2. Schedules of the Tender**

This tender comprises of following schedules.

<b>Schedule Number</b>	<b>Name of Schedule</b>	<b>Components</b>
<b>I</b>	Hardware and Peripherals	Supply, installation and configuration of Desktop PC and Peripherals
<b>II</b>	AMC Charges	Post warranty AMC charges for the hardware
<b>III</b>	TCO (Total Cost of Ownership )	TCO sheet for L1

**It is mandatory for the bidder to quote for all the threes schedules & all the items in the schedules. Incomplete offers are liable for rejection.**

The bidder must ensure that all products as specified in the above three schedules and offered by them, are in a position to integrate with each other and the bidder must successfully install and commission these products to offer a complete, successful, cost effective and efficient solution.

### **2.3. Eligibility Criteria**

The bidders, who fulfill all the qualifications mentioned in “qualification criteria” of the tender, will only be eligible for further process i.e. technical evaluation.

### **2.4. 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 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.

### **2.5. Non-transferable Tender**

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

### **2.6. Soft Copy of Tender document**

The soft copy of the tender document will be made available on the bank’s website <https://www.mahagramin.in/Tenders.aspx>. However Maharashtra Gramin 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.

The bidders who are submitting the bid by downloading from the Bank’s website will have to pay the non-refundable fee of Rs. 5,000/- by way of a **Demand Draft** in favor of Maharashtra Gramin Bank payable at Aurangabad or NEFT/RTGS/IMPS (with Receipt of transaction) while submitting the bid.

### **2.7. Offer validity Period**

The offer should hold good for a period of 365 days from the date of the opening of Commercial bid.

### **2.8. Address of Communication**

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

**The Chief Manager  
Information Technology  
Maharashtra Gramin Bank  
Head Office, Plot No 42,  
Gut No 33, Golwadi,  
Walunj Mahanagar IV,  
CIDCO, Aurangabad – 431 010.**

Email: [cmit@mahagramin.co.in](mailto:cmit@mahagramin.co.in)

## 2.9. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Maharashtra Gramin Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach us in writing or by e-mail on or before date and the address as mentioned above. The queries shall be submitted in forms given under **Annexure -J**. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting.

## 2.10. Opening of Offers by Maharashtra Gramin Bank

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. **A copy of the authorization letter should be brought for verification.** The authorized concerned person must have knowledge of all the documents attached/required for bidding process.

## 2.11. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

### a) Eligibility Criteria :

Maharashtra Gramin Bank will first scrutinize the eligibility of the bidders as per "Eligibility criteria" mentioned in point no.3.1 of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

### b) Technical evaluation:

Maharashtra Gramin Bank will scrutinize the offers. Maharashtra Gramin Bank will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. Only those bidders who qualify in technical evaluation will be short listed for commercial evaluation. The format for technical evaluation is enclosed as an **Annexure -N**. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.

### c) Commercial evaluation :

Maharashtra Gramin Bank will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Annexure -H**. Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective



bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Maharashtra Gramin Bank will consider the six years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the vendors on the figures in the **Schedule III of Annexure H**. Only the details of **Schedule-III** will be read subject to verification after opening of commercial bids.

**Six Years TCO = {Cost of Equipment of all items as per schedule I + Three year post warranty AMC charges (As per AMC clause) schedule II}**

#### **2.12. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, Maharashtra Gramin 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.

#### **2.13. No Commitment to Accept Lowest or Any Tender**

Maharashtra Gramin 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. Maharashtra Gramin Bank reserves the right to make any changes in the terms and conditions of purchase. Maharashtra Gramin Bank will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

#### **2.14. Documentation**

The following information should be furnished along with the Technical bid by means of printed technical brochures as per checklist provided.

- Make and model numbers of all the items quoted for.
- Specifications of all items asked along with technical specifications table.
- Version number in case of software packages. It is required to indicate if the software requires any particular version of the operating system for compatibility.
- Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

#### **2.15. Submission of Technical Details**

It is mandatory to provide the technical details in the exact format of **Technical Details column** given in the technical specifications. The offer may not be evaluated by Maharashtra Gramin Bank in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. Maharashtra Gramin Bank will not allow/permit changes in the technical specifications once it is submitted. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document)

## 2.16. Make, Models & Part numbers of the equipment

It is mandatory to provide make, model and part number of all equipment and their subcomponents as asked 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. Bidder may provide part number during PDI.

## 2.17. Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **three parts** – the first part should contain the documents supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

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

1. Index
2. Covering letter. This should be as per **Annexure C**.
3. Details of the bidder, as per **Annexure D**.
4. Compliance of eligibility criteria along with support documents in following format.

S. No.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1	Certificate of Incorporation		
2	Balance Sheets – AY 2018-19 (FY 2017-18) AY 2019-20 (FY 2018-19) AY 2020-21 (FY 2019-20) ( If the Balance sheet is provisional the CFO of the company should certify the same under company's seal )		Turnover : (Rs. in Lakhs)
3	Profit figure AY 2018-19 (FY 2017-18) AY 2019-20 (FY 2018-19) AY 2020-21 (FY 2019-20)		Profit: (Rs. in Lakhs)
4	ISO 9000/9001 certification		
5	List of Support Centers across area of operation of the Bank i.e. 17 districts. (List is provided).		
6	Necessary Certificates for executing sales/service orders of minimum ₹3.00 crores during each of last 3 years. <b>(This certification is in addition to the copies of purchase orders enclosed)</b>		
7	Self-declaration for being Not blacklisted		
8	Pre Contract Integrity Pact on Stamp Paper of Rs. 500		

**The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.**

5. Technical bid with Specifications as given in **Annexure A**, complete with all the columns filled in.
6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 4.1 to 4.30

<b>Term No.</b>	<b>Short Description of term</b>	<b>Complied (Yes/No)</b>	<b>Detailed explanation about deviation, if not complied</b>
4.1	Support Personnel		
4.2	Technical Inspection & Performance Evaluation		
4.3	Payment Terms		
4.4	Pre-dispatch Inspection		
4.5	Delivery, Installation and Commissioning		
4.6	Completeness of Installation		
4.7	Order Cancellation		
4.8	Inter-working of Hardware & Software		
4.9	Acceptance Tests		
4.10	Software Drivers & Manuals		
4.11	Hardware Warranty		
4.12	Software Warranty		
4.13	Annual Maintenance Charges		
4.14	Spare Parts		
4.15	Liquidated Damages		
4.16	Penalty for Downtime		
4.17	Hardware Failure		
4.18	Indemnity		
4.19	Publicity		
4.20	Application Software & Drivers		
4.21	Guarantees		
4.22	Force Majeure		
4.23	Resolution of Disputes		
4.24	Loading of Anti-Virus Solution		
4.25	Other conditions		
4.26	Non-Disclosure Agreement		
4.27	Special Condition		
4.28	Make & models		
4.29	Numbering in brochures		
4.30	Limitation of Liability		
	Pre Contract Integrity Pact (Annexure O)		

**Note: The response to the terms & conditions will be verified based on above table.**

7. Warranty and AMC details (for all relevant schedules). This should not contain any price information.

8. Delivery and Implementation schedule.
9. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
10. System software details.
11. Manufacturers' Authorization Form (if applicable) as per **Annexure E**.
12. Details of Track Record (Past installations), as per **Annexure F**.
13. Details of Service centers as per **Annexure G (A)**.
14. Pre Contract Integrity Pact **Annexure O**.
15. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
16. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
17. All documentary evidence wherever required to be submitted be properly arranged.
18. Copy of the Commercial Bid duly masking the price column.

#### **2.18. Masked Commercial**

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.**

#### **2.19. 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 Version of Bill of Materials and Price Schedule (as per **Annexure H**). This must contain all price information, including AMC details.
4. A statement that the bidder agrees with Payment terms given in the tender.

**The bidder must quote for ALL the items mentioned in schedules I, AMC Charges (schedule II) and the TCO for L1 (Schedule III).**

#### **2.20. 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. Maharashtra Gramin Bank may treat offers not adhering to these guidelines as unacceptable.

Maharashtra Gramin 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 Maharashtra Gramin Bank reserves the right for such waivers.

#### **2.21. Domain connections / Data Transfer**

Bank proposes to install and configure single domain across the Bank.

**Successful bidder should take all PC in Banks domain by ensuring unique SID number for each Desktop PC.** Also successful bidder transfers all the data / e-mail / application software's to respective new PC. After ensuring the data transfer from Banks officials; vendor should do the following things:

1. Remove the all data from the old PC (In case of buyback only).
2. Uninstall all the applications / software except Operating system.
3. The readiness of domain will be informed to the bidder in due course.

(Successful bidder should submit the undertaking about deletion of Data)

**If PC fails during the warranty / AMC period, successful bidders should follow the same procedure for domain connection and data backup.**

## **2.22. Alternative offers**

Each offer should preferably specify a single solution, which is cost-effective and meets the tender specifications, and does not include many alternatives. Bidder willing to offer Maharashtra Gramin Bank two or more alternatives for any item(s) of requirement should submit separate details for each alternative. Each detail/table should be complete in all respects and should not require cross-referencing with details given in other options.

If more than one alternative offers are quoted in the Commercial bid, the highest quote will be considered in the TCO for arriving the L1 bidder. However, bank will have discretion to choose the one of the alternatives at the quoted price.

## **2.23. Location of Computerization**

This tender is being floated by the Head office of Maharashtra Gramin Bank. The computers and other items being procured through this tender shall be installed and commissioned by the bidder getting the order at various locations of Maharashtra Gramin Bank across 17 districts of area of operation. Bank reserves the right to make changes in the locations.

## **2.24. Costs & Currency**

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

1. Cost of the equipment
2. Installation and commissioning charges, if any,
3. Minimum of three-year comprehensive on-site warranty covering all parts & labor. This period will start from the date of acceptance of maximum installations by Maharashtra Gramin Bank.
4. Three years post warranty AMC.
5. Transportation and Forwarding charges to the site.
6. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
7. All taxes and levies excluding GST.

### 2.25. Fixed Price

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

### 2.26. No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the final selection of L1 vendor would be on the basis of TCO.

### 2.27. Order Splitting

With a view to reducing the risks of delay in the project implementation, Bank reserves the right to split the order approximately in the ratio of 50:30:20 between the bidders offering the lowest TCO (L1), the bidder offering the second lowest total price (L2) and the bidder offering the third lowest total price (L3) provided the difference in total price between L1 and L3 is less than or equal to 15 percent.

However, the Purchase Order (P.O.) for L2 and L3 will only be at the rate offered by L1. If L2 and/ or L3 do not accept the purchase order in writing within 5 working days, then purchase order will stand automatically cancelled. If any one of the bidders out of L2 or L3 accepts the purchase order in writing, within 5 working days, and the other refuses, the Bank will split the order in ratio of 60:40 between L1 and L2 (if L2 accepted the offer) and in the ratio of 70:30 between L1 and L3 (if L3 accepted the offer).

If difference in total price between L1 and L3 exceeds 15%, but the difference between L1 & L2 is less or equal to 15%, then the Bank will split the order in the ratio of 60:40 between the bidder offering the lowest total price and the bidder offering the second lowest total price (L2), subject to L2 matching the price with L1 prices. The purchase order for L2 will be at the same rate as offered by L1. If L2 does not accept the purchase order in writing within 5 working days, then the purchase order will stand automatically cancelled. If the difference in total price between L1 and L2 exceeds 15%, the Bank will place the entire order on L1 bidder.

L2 and L3, in the event of splitting of order are required to match their item wise prices with L1. Under any circumstances, the splitting of order will not be between more than 3 vendors. Bank reserves the right to decide on the splitting of order.

Splitting will be done on a whole branch basis so that no two bidders will be required to share any order in one branch and as such the order may not be exactly split in the proportion mentioned.

### 2.28. Short-listing of Bidders

Maharashtra Gramin Bank will create a short-list of **technically qualifying bidders** and the **Commercial bids of only these bidders will be opened.**

### 2.29. Right to Alter Quantities

Maharashtra Gramin Bank reserves the right to alter the proposed new hardware quantities (10 - 20% variation within 365 days period) specified in the tender. Maharashtra Gramin Bank also reserves the right to delete one or more items from the list of items specified in tender.

### **2.30. Rate Contract**

Maharashtra Gramin Bank reserves the right to enter into a rate contract with L1 and/or L2 and/or L3 for delivery of hardware and software for any branches/offices including the branches/offices to be opened after order has been placed through this tender process. **The validity of the rate contract shall be 6 months from the date of last pre-delivery inspection.** The same technical specifications and terms of Commercial bid shall apply mutatis-mutandis to the order placed through the rate contract as specified through this tender. However during the validity of the rate contract, if there is downward revision of the prices beyond 10% of the price negotiated at the time of placing the order, Maharashtra Gramin Bank reserves the right to re-negotiate the prices before placing the order.

### **2.31. Repeat Orders**

Maharashtra Gramin Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 365 days from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

### **2.32. Exchange Rate Variation (ERV)**

Exchange rate variation clause will 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% then prices will be increased by 2%.

### **2.33. Adoption of Integrity Pact:**

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 for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure-O** 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
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 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. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The names and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Arun Jha	Shri. Umesh Vasant Dhatrak
Email - <a href="mailto:arunjha01@gmail.com">arunjha01@gmail.com</a>	Email - <a href="mailto:uvdhatrak@gmail.com">uvdhatrak@gmail.com</a>
Contact : 9868121333	Contact : 9423375264

### 3. Eligibility Criteria

#### 3.1. Eligibility of the Bidder

- The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years having a turnover of minimum ₹3 Crores per year in the last three financial years i.e. 2017-2018, 2018-2019 and 2019-2020 in hardware business. This must be the individual Company's turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof.
- The Bidder Company should have made profits / positive net worth in at least two financial years out of last three financial years i.e. 2017-2018, 2018-2019 and 2019-2020. A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit.
- The original manufacturer (OEM) should have ISO 9000 / ISO 9001 certification for Design & manufacturing of PCs. Necessary certificate be enclosed.
- If the bidder is an authorized supplier of the Desktops/Printers, then the original manufacturer should also meet the turnover and financial criteria mentioned above and documentary proof to that effect should be enclosed.
- The bidder should have support persons at 17 district places of Bank's area of operation, either own or through franchisee. List of such support centers with contact persons, telephone numbers and addresses should be enclosed.
- The bidder should have executed sales/service orders for supply of hardware to scheduled commercial banks/PSU/Private Sector entities (having pan India presence) totaling to ₹3.00 Crores or more during each of last three financial years. Necessary certificates to that effect from the banks should be enclosed.
- The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.



### 3.2. Quality Standards

Bank is looking for well-proven branded products, which is volume produced and are used by a large number of users in India / abroad. The survey reports of IDC will be taken into consideration by the Bank. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviations from the printed specifications should be clearly identified in a separate Annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. Bank reserves the right to reject the bids in case of deviations

### 3.3. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favor of Maharashtra Gramin Bank and payable at Aurangabad, (valid for 180 days from the due date of the tender) for ₹237.00 Lakhs (Rupees Two Lakhs Thirty Seven Thousand only) as Earnest Money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Maharashtra Gramin 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 any scheduled commercial bank acceptable to Maharashtra Gramin Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Maharashtra Gramin Bank is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed.

Entities registered under NSIC/MSME certification will be allowed to participate as per the guidelines.

### 3.4. OS Certification

All the PCs should have **Microsoft Windows 10 Professional Certification / Windows Server 2019 R2** and the hard copy of the same should be produced from Microsoft for the quoted Models and Configuration, for the proposed equipment's.

### 3.5. Manufacturer's Authorization Form

Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote on behalf of the manufacturer. Authorization from authorized distributors/dealers for software items is acceptable.

## 4. Terms and Conditions

### 4.1. Support Personnel

In addition to the regular support centers the bidder should provide one contact person either own employee or through franchisee for each Regional office of Maharashtra Gramin Bank at the cities listed in **Annexure – G (B)**. The successful bidder shall post one resident engineers for 6 years at our Head Offices, Aurangabad for the purpose of support and maintenance. The responsibility of contact person of each Region is to carry out necessary coordination for smooth function of all hardware in the Region, which includes call recording/ logging problems, standby equipment's, various configuration / setting issues arises during the day to day working of branches / offices.

#### 4.2. Technical Inspection and Performance Evaluation

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

#### 4.3. Payment Terms

Maharashtra Gramin Bank will make payment as follows:

Bank proposes warranty period of three years and annual maintenance contract for three years after expiration of warranty.

Bank termed this as TCO (Total cost of ownership) for six years. Payment terms will be as follows-

Sr. No	Particulars	% Payment
1	On completion of installation and commissioning at the sites and acceptance of all equipment ordered. Maharashtra Gramin Bank will make this payment 30 days after configuration and acceptance of the installation at the respective site. At this stage, the bank guarantee given to the bank will be returned to the bidder.	<b>90%</b>
2	Amount retained by the bank till the warranty period or will be paid against a Performance Bank Guarantee (as per the format prescribed by Maharashtra Gramin Bank) for the equivalent amount valid for the warranty period.	<b>9%</b>
3	Amount would be given only after the warranty period of the hardware. In case of deficiency in service observed during the warranty period, the applicable penalty at appropriate rate shall be deducted from out of this amount held with the Bank and the balance shall be returned after the completion of the warranty period.	<b>1%</b>

Payment will be processed and released centrally. Bidders have to punch / upload the details of hardware on Banks inventory portal in each branch. The details will be shared with successful bidder. The data received from inventory portal and the bills submitted will be verified during payment release.

#### 4.4. Pre-dispatch Inspection

Maharashtra Gramin Bank and/or its nominated consultants will carry out factory/pre-dispatch inspection of all the equipment before the dispatch to Maharashtra Gramin Bank.

Bidder shall inform its readiness for the factory inspection at least 8 days in advance. Factory inspection of the equipment 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 equipment 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 equipment should be ready for inspection **within 4 weeks from the date of placing the order**. Every single inspection will comprise of a minimum 100 desktops at a time. Refer to Annexure I for sample inspection procedure in detail. Only inspected and duly sealed equipment's should be dispatched to the locations, otherwise those are liable for rejection at the bidders' cost.

#### **4.5. Delivery, Installation and Commissioning**

The Bidder shall be responsible for delivery of the equipment ordered at all the sites within 6 weeks and for making them fully operational at no extra charge within 8 weeks of receiving the purchase order. The signing authority will be Branch Manager or Officer at the branch / office.

If the bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by Maharashtra Gramin Bank, it will be a breach of contract. 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.

Appropriate insurance shall be provided by the bidder to cover the equipment for the transit period and till acceptance of hardware by the Bank. 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 hardware/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.

#### **4.6. 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 Maharashtra Gramin 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. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.

#### **4.7. Order Cancellation**

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

1. Delay in delivery beyond the specified period for delivery.
2. Delay in installation beyond 9 weeks from the date of purchase order.
3. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection.

In addition to the cancellation of purchase order, Maharashtra Gramin 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.

#### **4.8. Inter-working of Hardware and Software**

The bidder must integrate hardware, software and networking components 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 supplied. Moreover, any relevant software patches that are required to be applied, to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.

#### **4.9. Acceptance Tests**

At the discretion of Maharashtra Gramin Bank, acceptance test will be conducted by the bidder at the site in the presence of the officials of Maharashtra Gramin 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 Maharashtra Gramin Bank for carrying out this acceptance test. Maharashtra Gramin Bank will take over the system on successful completion of the above acceptance test.

#### **4.10. Software Drivers & Manuals**

The desktops and all peripheral components will have to be supplied with the software drivers and manuals for the Display controller, Ethernet interface, DVD-ROM drive, DAT Drive, SAS controllers, DVD-Writer etc. for operating system as applicable.

#### **4.11. Hardware Warranty**

The offer must include a minimum three years comprehensive on-site warranty. The Warranty in respect of all the locations would start from a single and uniform date i.e. from the date of release of the last and final lot of 90% payment. With the release of this last and final lot of 90% payment, the total payment released to the bidder would be equal to the 90% amount of the total order value. In no case, there would be multiple warranty dates, although the 90% payments are made in different lots after the successful installation and acceptance of the systems by Maharashtra Gramin Bank at the respective locations. On release of the last and final lot of 90% payment it would be presumed that the Bank has accepted the installation at all the locations. The performance guarantee to be submitted for getting the final 9% payment released as per **clause 4.3** above should be for a period of three years 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 equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. 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.

The Bank is in the process of providing through this tender, additional hardware to some of the existing locations where computerization has already been done. There is a possibility that hardware ordered on selected bidder/s would be required to be added to the existing (old) hardware at such locations. This may create a multi-bidder scenario at these locations. In such a case,

- i. The existing / old hardware at the respective locations would continue to be under warranty / maintenance by the bidder to whom the assignment was awarded earlier, till the time of its expiry.
- ii. The new hardware that would be added to the existing hardware would be under warranty by the bidder from whom the same would be procured.
- iii. As and when both the warranties / AMC coincide in terms of its expiry or if Bank decides to have them end on a particular day, bidder will have no objection to this.
- iv. On expiry of the warranty / AMC period of the old / existing hardware and / or the new hardware, it would be the Bank's discretion to award the A.M.C. to any bidder of Bank's choice.
- v. Supplier of new hardware can obtain the information on old hardware at a particular branch before accepting the order as it is required that he would be required to give a certificate that there is no compatibility issue with the old equipment and that he is willing to supply and maintain the equipment at a given location.
- vi. Preventive maintenance for hardware and software (OS) should be done once in a half year. Vendor shall submit half yearly report to the bank for having done the preventive maintenance.

So also, the warranty of the new hardware procured should not become void if Maharashtra Gramin Bank further buys any other supplemental hardware from a third party and installs it with / in these machines in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware items installed by Maharashtra Gramin Bank.

#### **4.12. Software Warranty**

All the software supplied will carry following warranties:

- ◆ Media warranty for 90 days
- ◆ Patches and updates for three years

However, version upgrades of the software supplied are not expected to be covered by the warranty.

#### **4.13. Annual Maintenance Charges**

The bidder should provide post warranty AMC services @ 4% p.a. (minimum) on the cost of Hardware. The cost of 4% annual AMC will be loaded to the cost for arriving TCO & L1.

The offer must give commitment to provide comprehensive onsite maintenance at the rates quoted as above for three years from the date of expiry of warranty. Bidders are expected to maintain the equipment supplied for at least six years from the date of acceptance by Maharashtra Gramin Bank.

Maharashtra Gramin Bank will pay AMC Charges in Indian Rupees at the end of each quarter for every quarter.

On expiry of the warranty period, it would be the Bank's discretion to award the A.M.C. to the bidder on existing or negotiated rate of Bank's choice.

During the warranty period and during the subsequent AMC period, the bidder would be required to maintain adequate spares/consumables locally to ensure prompt attendance to faults.

During warranty period all parts developing defects are repairable/ replaceable at no cost to the Bank. Passbook Printer head should be covered both under warranty and AMC.

The process of signing AMC agreement will start well in advance and settlement of 1% payment and 9% PBG will be done on the signing of AMC.

AMC contract of three years will be concluded with performance BG equivalent to one quarter payment valid for 3 years.

#### **4.14. Spare parts**

Bidder will make the spare parts for the systems available for a minimum period of six years from the time of acceptance of the system. Thereafter, bidder will give at least twelve month 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 peripherals, components like hard disk, CPU, Memory 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 equipment of equivalent capacity or higher capacity at no additional charges to Maharashtra Gramin Bank.

#### **4.15. 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, 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 Maharashtra Gramin Bank. In case the complete delivery is delayed beyond the scheduled delivery date, Maharashtra Gramin Bank reserves the right to cancel the contract and return the partially delivered equipment, 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.

#### 4.16. Penalty for downtime

Bidder should provide facility of call (fault) logging through telephone, e-mail, FAX, web portal, etc. Any equipment other than Servers 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 by 48 hours.

The penalty for server failure/ malfunction of hardware/ software provided by vendor due to which the bank is not able to use the server for applications installed on the server is given in below table.

In case bidder fails to meet the above standards of maintenance, there will be a penalty in rupees per day as specified in the table below:

S. No.	Item	Penalty Amount in Rs./day
1.	Desktop PC	500/-
2.	Passbook Printer	400/-
3.	Server PC	500/-
4.	Laser Jet Printer	200/-

The temporary substitute machine or equipment should be replaced by the original machine or equipment duly repaired within a week's time, failing which the above penalty will be imposed for the number of days exceeding one week. The standby machine so provided shall be returned within 10 days.

During warranty period, the penalty would be recovered from the vendor from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the vendor 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 vendor does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

Total of such penalty mentioned under the clause 4.16 shall be subject to maximum of 10 percent of the total contract value.

#### 4.17. Hardware Failure

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

#### 4.18. Indemnity

Bidder shall indemnify, protect and save Maharashtra Gramin 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 in respect of all the hardware/software/network equipment etc. supplied by him.

#### 4.19. Publicity

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

#### **4.20. Application software and Drivers**

Maharashtra Gramin Bank and/or the application software bidder will install the application software and drivers on the systems. It is bidder's responsibility to co-operate with the application software development agency appointed by Maharashtra Gramin Bank to ensure that the installation is successful. No changes in application systems will be made to suit the new hardware.

#### **4.21. Guarantees**

Bidder should guarantee that the systems delivered to Maharashtra Gramin Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to Maharashtra Gramin Bank is licensed and legally obtained. All hardware 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 Desktops and Servers like Hard Disk, Monitors, Memory etc. are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used.

#### **4.22. Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, Acts of Government of India in their sovereign capacity, Acts of war, Acts of Maharashtra Gramin Bank either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Maharashtra Gramin Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Maharashtra Gramin Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Maharashtra Gramin Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of Maharashtra Gramin Bank shall be final and binding on the bidder.

#### **4.23. Resolution of Disputes**

Maharashtra Gramin Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Maharashtra Gramin Bank and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.



All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Maharashtra Gramin Bank and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Aurangabad.

#### **4.24. Loading of Anti-Virus Software**

Maharashtra Gramin Bank is implementing an Enterprise-wide Anti-Virus Solution across all the branches. The successful bidder will cooperate with the existing vendor of the Anti-virus solution for loading of the Anti-Virus solution on the machines at the branches / offices of the bank.

#### **4.25. Other Instructions**

Either the Indian agent on behalf of the principal / OEM or principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the tender.

If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM in the tender for the same item / product.

The purchase order will be issued in phased manner as per banks requirement.

#### **4.26. 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 vendor from unauthorized disclosure or access. **(Refer annexure M),**

#### 4.27. Special Condition

1. The successful bidder will have to paste sticker "Supplied By M/s -----: Year 2021-22" on all the items provided by them.
2. The Serial number of CPU and information related to Computerization Plan should be written to BIOS.
3. The serial numbers of all hardware items including PC, Monitor, Printer along with Branch Number, Name, plan, amount, etc. should be punched / upload on Banks Inventory portal with the help of branch manager / officers / excel file to be submitted to Head office during 9% payment.

#### 4.28. Make and Models

Please specify the make and model which you are going to supply in the format as mentioned below –

Sr.	Particulars	Make	Model
1	Desktop PC		
2	Pass Book Printer		
3	Server PC		
4	Multifunction Laser jet Device both side printing		

#### 4.29 Numbering in brochures

Vendors should write the respective number on respective brochure as appearing on technical specification in Annexure No. A. For example the Sr. No. 2 of Desktop PC is described with requirement of CPU specification. In the brochure, nomenclature 2 should be given (it may be handwritten) showing the compliance of what we are requiring.

In the same way the Sr. No. 3 of Desktop PC is described with requirement of specifications of memory. In the brochure, the information should be marked as 3 so that the brochure can be understood easily.

Likewise 21 specifications of Desktop PC, 19 Specifications of Passbook Printer, 10 Specifications of Server PC and 23 Specifications of Multifunction laser jet device should be shown in the brochure by writing respective serial number as seen in Annexure 6.

#### 4.30 Limitation of Liability

The Contractor's total aggregate liability to Buyer under this Contract shall be limited to the amount payable by the Buyer to Contractor for the relevant Purchase Order. Neither Buyer nor Contractor shall be liable for lost revenues or profits, downtime costs, loss or damage to data, or indirect, special or consequential costs or damages of any kind.

### 5. Schedule of Items Required :

#### 5.1. Schedule I – Hardware

Sr. No.	Item	Quantity
1.	Desktop PC	315
2.	Passbook Printer	100
3.	Server PC	55
4.	Multifunctional Laser Jet Printer two side printing (Duplex)	100

\*The quantity may vary at the time of PO

## 6. Annexure A Technical Specifications

### 6.1. 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	Minimum Intel i5 - 10th Gen with 6Core, 12MB Cache & 2.9 GHZ or Higher
3	MEMORY	1 x 8 GB DDR4 RAM upgradable to 64 GB RAM with 2 DIMM slots
4	Mother Board	Intel : B460 or higher Chipset on OEM Motherboard Should have following features: * Minimum 2 Free PCIe Slots * Compatible with CPU & RAM
5	Monitor	18.5" Wide or higher TFT LCD Color Monitor with TCO 07 Certified or Equivalent or Higher accepted.
6	Display Controller	Intel HD graphics
7	Hard Disk	Minimum 1TB SATA HDD with 7200 RPM
8	Optical device	8X or higher speed DVDRW
9	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.
10	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,
11	Keyboard (USB/PS/2)	Standard PC OEM Keyboard wired
12	Mouse (USB/PS/2)	2 button optical scroll mouse with mouse pad
13	Power supply	200 watts and above SMPS power supply, should be capable to support fully configured PC
14	Power Management	Energy star compliant for power saving
15	Operating System	Windows 10 Professional 64 bit License with Windows 10 recovery CD and Product Manuals. Drivers for Windows 10 should provide through CD and dump on HDD partition. Vendor must furnish a list of serial numbers of all CoA along with the corresponding list of PC system serial numbers for Operating System licenses which are pre-loaded. Vendor has to support the hardware with OS for the contract period. (Downgradable to 32 bit License)
16	Bundled software	Standard bundled software pertaining to the model offered should be included in offer ( Must be specified in the offer)
17	Warranty	3 Years Comprehensive onsite Warranty
18	Product Details testing	The product details / brochure should be available on publicly available website.
19	Certification	ISO 14001, ISO 9001, Windows 10 certification, TPM Enabled.
20	Peripherals	The Keyboard, Mouse & Monitor shall be OEM specific.

**6.2. Passbook Printer:**

Sr.	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 216 CPS (draft), 72 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	Preferred EPSON
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 (Devanagiri & English) printing capability
18.	Drivers	Windows 7 / 8 / 8.1/10
19.	Compatibility	All printer should support DLP software in raw printing mode

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

**6.3. Multifunction Laser Jet Printer**

Sr.	Item	Required Specification
1	Functions	<u>Print, Scan, Copy</u>
2	Printing Method	Laser Print technology monochrome full duplex
3	Print Speed (Simplex; A4/LTR)	Minimum 16 PPM or higher
4	Toner Saver	Should be available
	<b>COPY</b>	
5	Copy Resolution	Minimum 600 X 600 dpi
6	Reduce / Enlargement	With range of 25 % to 400 % of original
	<b>SCAN</b>	
7	Scan Resolution	600 x 600 dpi
8	Color Depth	True Color
9	Pull Scan	Facility should be provided.

10	Push Scan (Scan To PC) with Multi-Function Utility	Facility should be provided	
11	Scan Features	TWAIN, WIA standard	
<b>PAPER HANDLING</b>			
12	Paper Input (Standard)	Minimum 150 sheets	
13	Paper Sizes (Standard Cassette)	Minimum size of A4, A5, A6, Letter, Legal, Executive, Folio, Custom (76 x 127 mm – 216 x 356mm)	
14	Paper Types	Plain / Thick / Thin / Color / Preprinted / Recycled / Labels / Cardstock / Bond / Archive / Envelope	
<b>CONNECTIVITY &amp; SOFTWARE</b>			
15	Standard Interface(s) (Wired)	Minimum 2.0 High speed USB and 10/100 base T/base TX Ethernet port	
16	Network Protocol	IPv4 and IPv6 compatible. Protocol should be compatible with all above mentioned technical specification.	
17	Compatible Operating Systems	Win7, Win8.1, Win10, Win Server 2008, 2012, (all 32 and 64 bit), Various Linux OS.	
18	Software	Printer Driver, Scanner Driver, Multi-Function Utility, Compatible to print a document in Microsoft Unicode font.	
<b>GENERAL SPECIFICATIONS</b>			
19	Memory	Minimum 128 MB or equivalent or higher	
20	Screen LCD Display	Adequate screen to display all functions.	
21	Power Consumption	During Operation	Maximum 560 W
		During Standby	Maximum 4.75 W
		During sleep	Maximum 2.0 W
22	Power Requirements	AC 220 to 240 V with 50 to 60Hz	
23	Cartridge Yield	Cartridge yield specify (Full yield original cartridge must be supplied along with printer which should print minimum 1500 page- i.e. it should not be demo cartridge. In case cartridge yield is less than 1500 pages, bidder has to supply additional cartridge to meet said requirement.) Vendor has to ensure that appropriate toner is available at district place where vendor is having office / representative.	

**6.4. Server PC**

Sr.	Item	Required Specification
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 Xeon E-2224G or Higher RAID 0/1/5
3	MEMORY	1 x 8 GB DDR4 RAM upgradable to 64 GB RAM with 4 DIMM slots
4	Monitor	18.5" Wide or higher TFT LCD Color Monitor with TCO 07 Certified or Equivalent
5	Display Controller	Intel HD graphics
6	Hard Disk	Minimum 1TB SATA 7200 RPM
7	Optical device	8X or higher speed DVDRW
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	6 USB (at least 2 on the front side and at least 2 USB 3.0)
10	Keyboard (USB/PS/2)	Standard PC OEM Keyboard wired
11	Mouse (USB/PS/2)	2 button optical scroll mouse with mouse pad
12	Operating System	Windows server 2019 licenses with Recovery CD (Downgradable to Windows server 2016)
13	Bundled software	Standard bundled software pertaining to the model offered should be included in offer ( Must be specified in the offer)
14	Warranty	3 Years Comprehensive onsite Warranty
15	Product Details testing	The product details / brochure should be available on publicly available website.
16	Peripherals	The Keyboard, Mouse & Monitor shall be OEM specific.

**7. Annexure B – Checklist for Product Documentation****Note:**

- Bidders are required to provide printed technical documentation for the items listed in Table below.
- Availability of adequate, correct and relevant technical documentation is essential for evaluation of any offer.
- Bidders are requested to provide original (not photocopies) copies of the documentation. In case the original copies are not available, bidders can provide clear readable photocopies.
- Bidders to mark the column "Documentation Provided" with Tick mark (  ) or Cross (  ), as appropriate.
- Bidder may add any other documentation, which will support their offer.

**7.1. Schedule I – Hardware**

Sr.	Item	Documentation provided
1.	DVD-ROM Drive for Desktop PC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
2.	Keyboard for Desktop PC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
3.	Desktop PC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
4.	Passbook Printer	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
5.	18.5" Wide LCD monitor	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
6.	Multifunction LaserJet Printer	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
7.	Server PC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

**8. Annexure C - Tender offer covering letter**

Date: \_\_\_\_\_

Tender Reference No.: \_\_\_\_\_

To:

\_\_\_\_\_

\_\_\_\_\_

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver hardware, and software components as mentioned in **schedule I & II** of Schedule Of items in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial 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 delivery, installation and commissioning of all the equipment 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 365 days from the date of tender 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.

**We have separately quoted for the comprehensive on-site annual maintenance charges in the Commercial bid. The charges as such are expressed in terms of percentage to total hardware cost.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature: \_\_\_\_\_

(In the Capacity of :) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of



### 9. Annexure D – 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 and Fax numbers	
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) AY 2018-19 (FY 2017-18) AY 2019-20 (FY 2018-19) AY 2020-21 (FY 2019-20)	
9.	Profit of the company (not of group) AY 2018-19 (FY 2017-18) AY 2019-20 (FY 2018-19) AY 2020-21 (FY 2019-20)	
10.	Sales Tax Number	
11.	Income Tax Number	
12.	Whether direct manufacturer or authorized dealers/agent	
13.	Name and Address of manufacturer of desktops	
14.	Location of Manufacturing facility	
15.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
16.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure G also.	
17.	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 & fax numbers etc.)	
18.	Integrity Pact	

**10. Annexure E – 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 had a turnover exceeding Rs \_\_\_\_\_ crores of last three financial years (i.e. 2017-18, 2018-19 and 2019-20). We also confirm that we made profit 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.

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.

**11. Annexure F - Details of Track Record (Past Installations)**

Name of the Vendor \_\_\_\_\_

Name of the Client	Desktops		Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total Amount of Order
	Make, Model, CPU	Qty	As contract	per Actual		

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**12. Annexure G (A) - Details of Service Centers**

S. No.	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location
1							
2							
3							

**13. Annexure G (B) – Details of Locations for Hardware Supply**

Region/HO	Desktop PC	Server PC	Laser Printer	Passbook Printer
Head Office and branches under 7 Regional Offices	315	55	100	100

The detailed list of locations will be provided separately at the time of Purchase Order.

Note: The quantity may change, if required which will be communicate to vendor separately.

**14. Annexure H - Bill of Materials: Schedule of Items****Schedule I – Hardware**

Sr. No.	Item	Quantity	Rate	Total
1	Desktop PC			
2	Passbook Printers			
3	Server PC			
4	Multifunctional Laser Jet Printer			
<b>TOTAL (SCHEDULE-I) EXCLUSIVE OF TAXES (A)</b>				$\Sigma$ Schedule I

Sr. No.	Item	Rate	Total GST
1	Estimated GST		

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

Sr. No.	Description	Total Amount (Total cost for 1 to 4 items in Schedule I )	AMC rate	Amount
1	4 <sup>th</sup> year comprehensive on-site AMC	$\Sigma$ Schedule I		
2	5 <sup>th</sup> year comprehensive on-site AMC	$\Sigma$ Schedule I		
3	6 <sup>th</sup> year comprehensive on-site AMC	$\Sigma$ Schedule I		
<b>TOTAL AMC CHARGES FOR THREE YEARS (B)</b>				$\Sigma$ Schedule II

**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 (SCHEDULE-I) EXCLUSIVE OF TAXES (A)	
2	TOTAL AMC CHARGES FOR THREE YEARS (B)	
3	<b>TOTAL COST (1+2)</b>	

Note: All the Columns in all the above tables of Annexure –H must be completely filled and should not be blank.

## 15. Annexure I – Pre-Dispatch Inspection Procedure

The following text describes Pre-dispatch Inspection procedure to be followed by the supplier and inspection support expected.

1. The factory inspection / reliability test is required to be carried out at a site having adequate power and, dust free environment. The bidder should make suitable arrangements to provide Uninterrupted (UPS) power for the inspection set-up.
2. It is suggested that the bidder should make appropriate arrangement to place the equipment offered for inspection/reliability test on suitable racks/tables, considering easy and hassle-free access to keyboard/monitor of all the equipment.
3. It is required that the bidder should make appropriate arrangement to test the network interfaces on all servers/desktops in an optimized and hassle-free manner.
4. The bidder should ensure availability of trained technical/support staff at the inspection site for efficient handling of the inspection and movement of the equipment during the inspection.
5. It is suggested that adequate number of extra machines are offered for the inspection and kept for reliability testing. This may be useful in the event of some machines failing during the reliability tests.
6. All the hardware equipment like servers, desktops etc. and its sub-components must bear relevant original manufacturer's part numbers. The inspection team will confirm this, with part numbers indicated in the purchase order.
7. It is required that a list containing serial numbers of all the computers offered for inspection is kept ready before the arrival of the inspection team. The list should preferably be typed. The list should also contain (in a tabular fashion) the serial numbers of CPU cabinet, monitor and keyboard, for each category of the hardware offered for inspection. The serial numbers must be sorted according to the rack/table positions of the equipment.
8. For all the computers, the screws for the top cover should be removed without removing the cover itself. This is required, as each and every machine will be physically inspected for conformance to the specifications as given in the purchase order.
9. In case of serious discrepancy found in the hardware vis-à-vis the ordered hardware, the inspection will be called off.
10. Hard disks of all the machines must be fully partitioned and formatted. All the desktops must have Windows 10 professional installed on their hard disk(s). Scandisk should also be installed on hard disk(s), as the inspection team will require this for further testing.
11. All the machines must be kept in power-on condition for at least for **24 hours** before the arrival of the inspection team at the site.
12. During the power-on condition as mentioned above and during the visit of the inspection team, all the machines should be running latest versions of QAPLUS/QAPLUS factory/ AMIDIAG

diagnostics in an endless loop. If the bidder desires to run any other diagnostic software then the ones mentioned herein, a prior approval of Bank/Consultants is necessary. While obtaining such approval, the bidder must submit to the bank, the detailed description and functionality of the proposed diagnostic software.

13. It must be ensured that every piece of hardware ordered is included in the reliability test, e.g. system board, system memory, hard disk(s), video memory, network interface, display interface, floppy drives, ports (SP/PP/USB), etc.
14. The bidder will make suitable arrangements for inspection team to check the following hardware components in addition to the above.
  - DVDROM. *This can be done by keeping a DVD/ CD inside the drive to check read operations of drive or the drive can be checked in AMIDIAG/QAPLUS.*
  - Network Interface: *This can be checked by remote boot connection/Novell Netware Login on all the computers.*
  - HDP: Pages per hour, *this can be done by actual printing in DOS mode.*
15. Under no circumstances the diagnostics/reliability test on any/all machines should be stopped or interrupted before the arrival of the inspection team.
16. It is required that errors reported by diagnostics are automatically stored in a file on the floppy disk/hard disk for the review by the inspection team.
17. The inspection team may reject machines, which fail to pass the reliability test.
18. At least one copy of all the software items (including media and documentation) ordered should be available at the time of inspection.
19. At least one copy of all the documentation to be supplied to the Bank should be available for the inspection.
20. The bidder must keep the following equipment ordered by the bank, ready for inspection, along with its accessories/ documentation:
  - Pass book printer
21. The Qualified bidder should ensure that all the Desktop PCs possesses different SIDs and submit a certificate regarding the same.

## 16. Annexure J - FORMAT FOR PRE BID QUERIES

**A) Queries Related to RFP**

RFP01/2021-22		Hardware procurement			
BIDDERS NAME					
Sr. No	Page No.	Point / Section No.	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

**B) General queries Related to RFP**

RFP01/2021-22		Hardware procurement	
BIDDERS NAME			
Sr. No.	General Query related to RFP		Comment / Suggestions

**17. Annexure K – Pro forma for the Bank Guarantee for Earnest Money  
Guarantee for Payment of EMD**

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs.

To,

Maharashtra Gramin Bank,

IT Department,

Plot No 42,Gut No 33,

Golwadi,Walunj Mahanagar IV,

CIDCO,Aurangabad 431010.

THIS DEED OF GUARANTEE made at ..... this .....day 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 under the Regional Rural Bank Act 1976 having its Head Office at Plot No 42,Gut No 33,Golwadi,Walunj Mahanagar IV,CIDCO,Aurangabad 431010 hereinafter called the Beneficiary, of the other Part.

1. Whereas the Beneficiary had invited tenders for supply, installation, commissioning of Computer Hardware, Software and networking components at various locations vide tender No **RPF 01/2021-22** dated \_\_\_\_\_.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favor of beneficiary and payable at Aurangabad, (valid for 180 days from the due date of the tender) for Rs.2.37 Lakhs (Rs. Two Lakhs Thirty Seven Thousand 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.
3. M/s XYZ &Co. Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Computer Hardware, Software and networking components at various 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.
4. At the request of the said M/s. XYZ& Co. 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 premises the Bank do 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.5.00 lakh (Rupees Five lakh 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 up to .....

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:

- a. The liability of the Bank under this Bank Guarantee shall not 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 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 .....

### 18. Annexure L– **FORMAT A - COMPLIANCE AGREEMENT**

We communicate our unconditional acceptance to the following terms and conditions of RFP01/2021-22.

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 01/2021-22 for the hardware & software procurement.
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 Maharashtra Gramin Bank.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. Maharashtra Gramin Bank will make every effort to make the bid process transparent. However, the award decision by Maharashtra Gramin Bank would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. We agree to abide by the required security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Maharashtra Gramin Bank, bid process, bid technology, bid documentation and bid details. Maharashtra Gramin Bank TENDER documents remain the property of Maharashtra Gramin Bank and all suppliers are required to return these documents to Maharashtra Gramin Bank upon request.
7. Maharashtra Gramin 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.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at Maharashtra Gramin Bank's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of Maharashtra Gramin Bank would be final and binding on all bidders.
10. Maharashtra Gramin Bank has the right to decide to extend, reschedule, and cancel the RFP.
11. Please note that Maharashtra Gramin Bank may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the Maharashtra Gramin Bank technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

**Name:**

**Stamp:**

**Designation:**

**Signature:**

**Organization:**

**Place:**

**Date:**

## 19. Annexure M – Non Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this \_\_\_ day of \_\_\_ 2021 BY AND BETWEEN Maharashtra Gramin Bank, a company incorporated under the Regional Rural Bank Act 1976, and having its registered office at Plot No 42, Gut No 33, Golwadi, Walunj Mahanagar IV, CIDCO, Aurangabad 431010 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called “the System Integrator/Contractor” 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 System Integrator and Bank are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

WHEREAS, Bank called for the bids for engagement of System Integrator to setup IT infrastructure at the various branches ( $\pm$  25% of the total) of the Bank. M/s \_\_\_\_\_ after going through the Bid Documents and being interested to act as System Integrator and provide the services for setup of IT infrastructure at the various branches ( $\pm$  25% of the total) branches of Bank, has submitted its Bid.

WHEREAS, the System Integrator 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 six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- 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;
  - 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 received from a third party not subject to the obligation of confidentiality with respect to such information
- (iii) 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 System Integrator's personnel to be present on premises of Bank or may require the System Integrator's personnel to have access to computer networks and databases 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 System Integrator's personnel under such circumstances and to provide notice to the System Integrators of the confidentiality of all such information. Therefore, the System Integrator agrees and undertakes that any technical or business or other information of Bank that the System Integrator'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 Aurangabad shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

**Indemnity:** The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.

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.	For and on behalf of Maharashtra Gramin Bank
( )	( )
(Designation)	( Designation)

**20. Annexure N -FORMAT FOR TECHNICAL EVALUATION****Desktop PC**

Sr.	Category	Specification Required	Offered Y/N
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 i5 - 10th Gen with 6Core, 12MB Cache & 2.9 GHZ or Higher	
3	MEMORY	1 x 8 GB DDR4 RAM upgradable to 64 GB RAM with 2 DIMM slots	
4	Mother Board	Intel : B460 or higher Chipset on OEM Motherboard Should have following features: * Minimum 2 Free PCIe Slots * Compatible with CPU & RAM	
5	Monitor	18.5" Wide or higher TFT LCD Color Monitor with TCO 07 Certified or Equivalent or Higher accepted.	
6	Display Controller	Intel HD graphics	
7	Hard Disk	Minimum 1TB SATA HDD with 7200 RPM	
8	Optical device	8X or higher speed DVDRW	
9	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.	
10	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,	
11	Keyboard (USB/PS/2)	Standard PC OEM Keyboard wired	
12	Mouse (USB/PS/2)	2 button optical scroll mouse with mouse pad	
13	Power supply	200 watts and above SMPS power supply, should be capable to support fully configured PC	
14	Power Management	Energy star compliant for power saving	
15	Operating System	Windows 10 Professional 64 bit License with Windows 10 recovery CD and Product Manuals. Drivers for Windows 10 should provide through CD and dump on HDD partition. Vendor must furnish a list of serial numbers of all CoA along with the corresponding list of PC system serial numbers for Operating System licenses which are pre-loaded. Vendor has to support the hardware with OS for the contract period. (Downgradable to 32 bit License)	
16	Bundled software	Standard bundled software pertaining to the model offered should be included in offer ( Must be specified in the offer)	
17	Warranty	3 Years Comprehensive onsite Warranty	
18	Product Details testing	The product details / brochure should be available on publicly available website.	
19	Certification	ISO 14001, ISO 9001, Windows 10 certification, TPM Enabled.	

20	Peripherals	The Keyboard, Mouse & Monitor shall be OEM specific.	
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**Passbook Printer**

Sr.	Item	Required Specification	Offered Y / N
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 216 CPS (draft), 72 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	Preferred EPSON	
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 (Devanagiri & English) printing capability	
18.	Drivers	Windows 7 / 8 / 8.1/10	
19.	Compatibility	All printer should support DLP software in raw printing mode	

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

**Laser Jet Printer**

Sr.	Item	Required Specification	Offered (Y/N)
1	Functions	Print, Scan, Copy	
2	Printing Method	Laser Print technology monochrome full duplex	
3	Print Speed (Simplex; A4/LTR)	Minimum 16 PPM or higher	
4	Toner Saver	Should be available	
	<b>COPY</b>		
5	Copy Resolution	Minimum 600 X 600 dpi	
6	Reduce / Enlargement	With range of 25 % to 400 % of original	

	<b>SCAN</b>		
7	Scan Resolution	600 x 600 dpi	
8	Color Depth	True Color	
9	Pull Scan	Facility should be provided.	
10	Push Scan (Scan To PC) with Multi-Function Utility	Facility should be provided	
11	Scan Features	TWAIN, WIA standard	
	<b>PAPER HANDLING</b>		
12	Paper Input (Standard)	Minimum 150 sheets	
13	Paper Sizes (Standard Cassette)	Minimum size of A4, A5, A6, Letter, Legal, Executive, Folio, Custom (76 x 127 mm – 216 x 356mm)	
14	Paper Types	Plain / Thick / Thin / Color / Preprinted / Recycled / Labels / Cardstock / Bond / Archive / Envelope	
	<b>CONNECTIVITY &amp; SOFTWARE</b>		
15	Standard Interface(s) (Wired)	Minimum 2.0 High speed USB and 10/100 base T/base TX Ethernet port	
16	Network Protocol	IPv4 and IPv6 compatible. Protocol should be compatible with all above mentioned technical specification.	
17	Compatible Operating Systems	Win7, Win8.1, Win10, Win Server 2008, 2012, (all 32 and 64 bit), Various Linux OS.	
18	Software	Printer Driver, Scanner Driver, Multi-Function Utility	
	<b>GENERAL SPECIFICATIONS</b>		
19	Memory	Minimum 128 MB or equivalent or higher	
20	Screen LCD Display	Adequate screen to display all functions.	
21	Power Consumption	During Operation	Maximum 560 W
		During Standby	Maximum 4.75 W
		During sleep	Maximum 2.0 W
22	Power Requirements	AC 220 to 240 V with 50 to 60Hz	
23	Cartridge Yield	Cartridge yield specify (Full yield original cartridge must be supplied along with printer which should print minimum 1500 page- i.e. it should not be demo cartridge. In case cartridge yield is less than 1500 pages, bidder has to supply additional cartridge to meet said requirement.) Vendor has to ensure that appropriate toner is available at district place where vendor is having office / representative.	



**Server PC**

Sr.	Item	Required Specification	Offered (Y/N)
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 Xeon E-2224G or Higher RAID 0/1/5	
3	MEMORY	1 x 8 GB DDR4 RAM upgradable to 64 GB RAM with 4 DIMM slots	
4	Monitor	18.5" Wide or higher TFT LCD Color Monitor with TCO 07 Certified or Equivalent	
5	Display Controller	Intel HD graphics	
6	Hard Disk	Minimum 1TB SATA 7200 RPM	
7	Optical device	8X or higher speed DVDRW	
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	6 USB (at least 2 on the front side and at least 2 USB 3.0)	
10	Keyboard (USB/PS/2)	Standard PC OEM Keyboard wired	
11	Mouse (USB/PS/2)	2 button optical scroll mouse with mouse pad	
12	Operating System	Windows server 2019 licenses with Recovery CD (Downgradable to Windows server 2016)	
13	Bundled software	Standard bundled software pertaining to the model offered should be included in offer ( Must be specified in the offer)	
14	Warranty	3 Years Comprehensive onsite Warranty	
15	Product Details testing	The product details / brochure should be available on publicly available website.	
16	Peripherals	The Keyboard, Mouse & Monitor shall be OEM specific.	

**21. ANNEXTURE – O****PRE CONTRACT INTEGRITY PACT****General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2021, between on one hand, Maharashtra Gramin Bank through authorized official Shri. \_\_\_\_\_, General Manager, Maharashtra Gramin Bank (hereinafter called the “BUYER”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein 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’s/Item) 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 Information Technology Department of 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 subsequent to the currency of the contract to be entered into with a view to:-

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

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

**1. Commitments of the BUYER:**

- 1.1 The BUYER undertakes that no officials of the 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 themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 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 facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **COMMITMENTS of BIDDERS**

- 3 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 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 Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection 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 The BIDDER 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 Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4 Previous Transgression**

- 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 practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1 Bank Draft in Favor of **Maharashtra Gramin Bank.**
- 5.1.2 A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.1.3 Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

## **6 Sanctions for Violations:**

- 6.1 Any breach of the aforesaid 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 any one of the following actions, wherever required:-
- 6.1.1 To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2 The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5 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.
- 6.1.6 To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7 To debar 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.
- 6.1.8 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.
- 6.1.9 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
- 6.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## **7 Fail Clause:**

- 7.1 The Bidder undertakes 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 any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems 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 has already been concluded.

**8 Independent Monitors:**

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 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.
- 8.6 The BIDDER(s) accepts that the Monitors have 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 subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7 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.
- 8.8 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.

**9 Facilitation of Investigation**

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

**10 Law and Place of Jurisdiction**

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

**11 Other Legal Actions:**

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

**12 Validity:**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 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.
- 13 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

Name of the Officer:

Designation:

IT Department

Maharashtra Gramin Bank

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

**22. Buy Back Clause of Old Hardware:**

- 1) Maharashtra Gramin Bank is having old Passbook Printers, Laser Printers, PCs, Monitor at specified branches. Therefore, bidder should mention Buy Back value of existing system in "as is" condition.
- 2) The price bid should have buy back clause for existing Passbook Printers, Laser Printers, PCs, Monitor irrespective of brand and model and present condition and should be quoted in the bid.

Particulars	Rate Per Unite	Buy Back Price including all
PC	1 No.	
Monitor	1 No.	
Passbook Printer	1 No.	
Laser Printer	1 No.	

**\*Only if bank wants to offer for buy back**

**Note: Buyback Clause is not a precondition for eligibility of this tender process.**