



महाराष्ट्र ग्रामीण बँक  
( भारत सरकार द्वारा स्थापित शेड्युल्ड बँक )  
**MAHARASHTRA GRAMIN BANK**  
( A Scheduled Bank established by Govt of India )  
पुरस्कृत बँक : बँक ऑफ महाराष्ट्र Sponsor Bank : Bank of Maharashtra

## Request for Proposal (RFP)

for

### Integrated Power Solution for Identified Locations of the bank RFP Reference No. FY-012017

NAME OF THE PROJECT: **Integrated Power Solution**

General Manager - IT  
Maharashtra Gramin Bank,  
Head Office, "JeevanShree", Plot No 35, Town Center,  
Sector G, CIDCO, Aurangabad – 431 003

Sealed tenders are invited from reputed manufacturers, integrators, for design, supply, installation, commissioning of Integrated Power Solution at various branches of Maharashtra Gramin Bank, in the State of Maharashtra for the period of Five years.

TENDER NOTICE.

Period of Issue of Tender Document	05-Apr-2017 to 26-Apr-2017 during working days and office hours.
Cost of Tender Document	Rs 20,000/- ( Rs Twenty Thousand Only ) nonrefundable by Demand Draft of Nationalized Bank drawn in favor of General Manager, Maharashtra Gramin Bank , payable at Aurangabad, Maharashtra.
Earnest Money Deposit	Rs 6,00,000/- Rs Six Lacs Only by demand draft drawn in favor of General Manager, Maharashtra Gramin Bank, payable at Aurangabad, Maharashtra or a bank guarantee from a nationalized bank valid for a period of six months from the date of submission of tender document.
Security Deposit	3% of the Project Cost by demand draft drawn in favor of General Manager, Maharashtra Gramin Bank , payable at Aurangabad, Maharashtra or a bank guarantee from a nationalized bank .
Validity of the tender document	Six months from the date of submission of the tender document.
Pre Bid Meeting	12-Apr-2017 at 11.00 Hrs at the office of the General Manager, Maharashtra Gramin Bank, Aurangabad.
Pre Bid Queries	Queries to be mailed by 10-Apr-2017. Queries received after this date will not be considered.
Date of submission of tender document	26-Apr-2017 upto 1300 hrs.
Date of opening of tender document	26-Apr-2017 at 1400 hrs

General Manager-IT, Maharashtra Gramin Bank reserves the right to accept / reject any or all tenders without assigning any reason thereof.

General Manager

Maharashtra Gramin Bank, Aurangabad.

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## 1. INSTRUCTIONS TO THE TENDERER:

### 1.1 INTRODUCTION:

#### 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 6 Regional Offices and 400 plus branches spread over 17 districts of Maharashtra State at the end of March 2017. 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. All branches of the bank are under CBS therefore branch and customer service is totally depending on computer and subsequently on UPS.

### 1.2 SUBMISSION OF TENDER:

Tender shall be submitted according to the two bid system.

The first envelop shall be clearly marked as ENVELOP 1: ELIGIBILITY DOCUMENTS: Tender for design, supply, installation, commissioning of Integrated Power Solutions at various branches of Maharashtra Gramin Bank, in the State of Maharashtra, **RFP REFERENCE NO. RFP-012017 with name and address of the tenderer and shall contain following documents.**

1. Tender Cost Rs 20,000/- , if the tender is downloaded from MGB website.
2. Earnest Money Deposit: Rs 6, 00,000/- (Rs Six Lacs Only)
3. Covering Letter **ANNEXURE 1**
4. Bidder's Undertaking **ANNEXURE 2**
5. Original tender document duly signed and stamped on each page of the tender document.
6. Details of the tenderer / Company Information as per **ANNEXURE 3**
7. Submit the copy of commercial bid duly masking the price column, as a part of Technical Bid. The bid will be disqualified if it is not submitted.
8. Detailed information of the infrastructure made by the tenderer for carrying out the comprehensive maintenance for the period of 5 years even under warranty period **ANNEXURE 4**
9. Detailed bar chart, indicating schedule of project commencement, project implementation, project completion along with all detailed activities.
10. Work experience as per the **ANNEXURE: 5**
11. Last three years audited balance sheet.

12. Submission of pre-contract integrity pact agreement along with technical bid document
13. Copy of the recently paid income tax challan / return, Copy of the Company pan card, Copy of VAT registration, service tax registration, professional tax registration,
14. Copy of the consortium agreement.

The second envelop shall be clearly marked as ENVELOP 2: TECHNICAL BID - NAME OF THE WORK: Tender for design, supply, installation, commissioning of Integrated Power Solutions at various branches of Maharashtra Gramin Bank, in the State of Maharashtra, **RFP REFERENCE NO. 012017 with name and address of the tenderer and shall contain following documents.**

1. Technical Specifications: for 2.4 KW / 3 KVA UPS System **ANNEXURE 8**

### **ENVELOP 3: FINANCIAL BID**

The Third envelop shall be clearly marked as ENVELOP 3: FINANCIAL BID NAME OF THE WORK: Tender for design, supply, installation, commissioning of Integrated Power Solutions at various branches of Maharashtra Gramin Bank, in the State of Maharashtra, **RFP REFERENCE 012017 with name and address of the tenderer and shall contain following documents.**

1. Financial offer shall be quoted in the format provided in the tender document. It shall be separately typed, signed, sealed by the tenderer.
2. Bidder shall take photocopy of the financial format and mention the cost on photocopy only.

The three sealed envelopes envelop 1- Eligibility Bid, envelop 2 -Technical bid and envelop 3- financial bid shall be again put together in one common envelop and seal it. This sealed cover envelop shall be marked as Tender for design, supply, installation, commissioning of Integrated Power Solutions at various branches of Maharashtra Gramin Bank, in the State of Maharashtra.

### **1.3 ELIGIBILITY CRITERIA.**

- A. The Bidder shall be a company registered in India under the Companies Act, 1956 and shall be in existence for the last five years. Copy of the certificate of incorporation should be enclosed as documentary proof.
- B. The bidder, if not a manufacturer, should submit a MAF from the manufacturer company. Bank wants a single System Integrator (Single Point Contact). If bidder is not OEM, then bidder has to obtain certificate from OEM that, OEM will support the quoted solution for the contract period.
- C. The Bidder Company along with its consortium company shall have made turnover of 10 crores in last three years (Total of 3 years) and profits in each last three financial years i.e., 2013-2014, 2014-2015 and 2015-2016. A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit.
- D. Bidder shall have installed and maintaining minimum 100 no of systems similar technology single handedly or as a consortium in bank / financial institutions / Central or State Govt Office / PSU / reputed corporate organization in India. Such solution should be satisfactorily working. The bank

reserves the rights to inspect such installations / solutions while evaluating the technical bid. (Copy / copies of purchase order and reference letters to be enclosed). Credential letter for implementation of total solution / technology not parts / components is acceptable.

- E. Bidder must have experience in acting as total system integrator who can design, implement and maintain such solution in the Bank effectively.
- F. The bidder shall have support centers at all over Maharashtra, especially in 17 districts and service center with support person in every district place of 17 districts. Bidder must have block level center (Spare parts hub) at Aurangabad. Bidder must have company owned central service center and have in operation for more than three years for providing after sales services with 24 X 7 mobile number service supports. Bidder has to ensure that the field level support person must have sufficient technical knowledge. List of such support centers with contact persons, telephone numbers and addresses should be enclosed.
- G. The Bidder shall not have been blacklisted by any government organization / banks. Self-declaration to that effect shall be submitted along with the technical bid.

#### **1.4 SCOPE OF WORK:**

The tenderer shall carry out following activities,

- A. Tendered shall visit all the locations and ascertain the site conditions. He should also see the existing UPS system which is to be buying backed. No complaint on the buyback material will be entertained once the offer is finalized.
- B. The buy-back of the system will be on as it is where it is basis.
- C. Vendor has to ensure that branch operations are running successfully after the commissioning. Bank is interested in end-to-end solution.
- D. Integrated Power Solutions consists of UPS, Battery Bank to give min. 8 hours back up with 1200 W load, Chemical Earthing Rod / Kit, Servo Voltage Stabilizer, and each and every necessary part which constitute the Integrated Power Solution for branches which gives min. 8 hours back up in absence of Grid Power.

## **2. GENERAL TERMS AND CNDITIONS**

**2.1 SUBMISSION IN TIME:** Tender shall be submitted on or before the due date and time as specified in the tender document. Tenders sent by post / courier/ RPAD or by any other means shall reach within the stipulated time. MGB will not consider any postal / courier delay.

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

Schedules of the Tender: This tender comprises of following schedules.

Schedule Number	Name of Schedule	Components
I	Integrated Power Solution for branches	Supply, installation and commissioning of Integrated Power Solution for branches
II	Buy back	Item wise UPS buyback offer / Solar system Buyback offer
III	TCO	TCO sheet

It is mandatory for the bidder to quote for all the schedules & all the items in the schedules. Incomplete / Partial offers are liable for rejection. Price of optional items if any will be taken into account while arriving at the TCO.

The bidder must ensure that all products as specified in the above 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.

## 2.2 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. 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 which are not acceptable to the bank.

## 2.3 EARNEST MONEY DEPOSIT



Bidders are required to submit along with the offer a Demand Draft drawn **in favor of Maharashtra Gramin Bank payable at Aurangabad**, (valid for 180 days from the date of the tender) for an amount of 6.00 lakh (Rupees Six lakh only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The format of BG is enclosed.

### **2.3.1 NO EXEMPTION FOR EMD:**

No tenderer is exempted from the EMD. Tender without requisite amount of EMD shall be out rightly rejected. No correspondence on exemption of EMD will be entertained.

### **2.4 SECURITY DEPOSIT**

The successful tenderer shall submit 3% of contract value as Security Deposit within 10 days from date of issue of Work Order. The Security Deposit shall be submitted either by Demand Draft in favor of General Manager, MGB payable at Aurangabad OR by Bank Guarantee of equivalent amount valid for six months from Nationalized Bank and shall be extended, if required by MGB. If security deposit and acceptance of Work Order are not received within given time, Work Order shall be cancelled and EMD shall be forfeited.

### **2.5 RETURN OF EMD / SECURITY DEPOSIT GUARANTEES SUBMITTED BY TENDERERS:**

1. The Earnest Money Deposit submitted at the time of Tender document submission will be refunded after acceptance of work order by successful tenderer. The EMD shall be forfeited for those tenderer who have submitted tender document and not shown their willingness for the work / withdrawn their offer / failed to submit security deposit, failed to accept Work Order within given time.
2. EMD of the unsuccessful tenderer will be returned after acceptance of work order by successful tenderer. EMD of the successful tenderer will be returned after the submission of work order acceptance and submission of security deposit
3. The security deposit will be returned after the six months from the date of work order.
4. All Bank Guarantees shall be from Nationalized Bank only.
5. In case of premature termination of the contract, the Security Deposit will be forfeited and the MGB will be at the liberty to recover the loss suffered by it and if additional cost is to be paid to complete the work the same shall be recovered from the tenderer.

### **2.6 QUALIFICATION CRITERIA**

The bidders fulfilling all the “eligibility criteria” mentioned under Point 1.4 above only will be subjected to further process of technical evaluation.

### **2.7 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.

### **2.8 NON-TRANSFERABLE TENDER**

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

## **2.9 SOFT COPY OF TENDER DOCUMENT**

The soft copy of the tender document will be made available on the bank's website. 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 the same from the Bank's website will have to pay the non-refundable fee of Rs 20,000/- by way of a demand draft / bankers' cheque in favor of Maharashtra Gramin Bank payable at Aurangabad while submitting the bid.

## **2.10 OFFER VALIDITY PERIOD**

The offer should hold good for a period of 180 days from the last date of tender submission.

## **2.11 ADDRESS OF COMMUNICATION**

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

The General Manager - IT  
Maharashtra Gramin Bank,  
Head Office, "Jeevan Shree", Plot No 35, Town Center,  
Sector G, CIDCO, Aurangabad – 431 003  
email: - mgbhoit@gmail.com

## **2.12 PRE-BID MEETING**

To attend the pre-bid meeting, it is compulsory to purchase the tender by paying requisite fees.

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 on the address as mentioned above. The queries shall be submitted in forms given under **Annexure 6**. Queries not received in the form and 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 two authorized representatives of the bidders who have purchased the tender document shall be allowed to attend the Pre-Bid meeting. Bidder should ensure that the official attending the pre-bid meeting are competent enough to understand on both front i.e. technical and commercial.

## **2.13 OPENING OF OFFERS**

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 who should be authorized by their respective companies to do so shall sign a register of attendance. **A copy of the authorization letter should be brought for verification.**

#### **2.14 SCRUTINY OF OFFERS**

Scrutiny of Bids will be in three stages as under:

##### **2.14.1 ELIGIBILITY CRITERIA:**

Maharashtra Gramin Bank will undertake primary scrutiny of the eligibility of the bidders as per "eligibility criteria" mentioned above based on the documents submitted. The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further scrutiny i.e. technical evaluation.

##### **2.14.2 TECHNICAL EVALUATION:**

Maharashtra Gramin Bank shall undertake detailed scrutiny of the offers to determine whether the technical specifications / solution offered along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders who qualify in technical evaluation will only be short listed for commercial evaluation. The format for technical specification is enclosed. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.

##### **2.14.3 COMMERCIAL EVALUATION:**

The commercial bid shall be opened in the presence of bidder representative on the date and time communicated later on, to the bidders whose bids are considered as responsive as per the technical and other qualification criteria in the bid document. Maharashtra Gramin Bank will prepare minutes of the meeting for bid opening. On the due date above the bid documents shall be opened even if the bidder representatives neither are nor present. There can be a possibility of rejection of tender document also, discretion of which shall rest with the Bank. L1 will be decided on total cost of ownership (TCO) as per the annexure. It is not binding on the Bank to disclose the item wise prices to vendors. It is also not binding to the bank to purchase from lowest quoted vendor.

If any cost items in the commercial bid is found to be blank and not filled in with any amount, then it shall be considered as zero and the same shall be offered to the Bank without any charges.

Bank will consider the 5 years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the vendors.

Five Years TCO = ( Cost of Equipment of all items as per schedule I ) – ( Buyback price offered )

#### **2.15 CLARIFICATION OF OFFERS**

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

**2.16 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.

**2.17 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 in case of non-adherence to the format or non-submission or partial submission of technical details as per the format given in the tender. Maharashtra Gramin Bank will not allow 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 shall result in disqualification.

**2.18 MAKE MODELS & PART NUMBERS OF THE EQUIPMENT**

It is mandatory to provide the make, model and part number of all equipment and their subcomponents as asked for in the technical specifications. 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.

**FORMAT FOR TECHNICAL BID**

The Technical bid must be made and bound in an organized, structured and neat manner. Brochures / leaflets etc. should not be submitted in loose form. This can be divided into **three parts**

PART I	PART II	PART III
Documents supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP	Contain the technical details of the proposed project	Contain the technical brochures etc

**2.19 BUY BACK OFFER**

Presently bank is using UPS and batteries. The details are attached in the annexure. The tenderer has to quote the buyback cost in the financial offer.

## 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. Bank may treat offers not adhering to these guidelines as rejected.

## 2.21. ALTERNATIVE OFFERS

Each offer should preferably specify a single solution, which is cost-effective and meets the tender specifications and does not include alternatives. Bidder willing to offer 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.

## 2.22 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 five-year comprehensive on-site warranty covering all parts, services & labour. This period will start from the date of acceptance of the equipment by Maharashtra Gramin Bank.
4. Transportation and forwarding charges to the site.
5. In addition to transit insurance, normal electronic equipment insurance should be available up to acceptance of system by the Bank.
6. All taxes and levies including service tax and VAT but excluding Octroi.

## 2.23 FIXED PRICE

The prices for all items should be quoted on a fixed price basis, inclusive of all taxes and levies at site as mentioned above except octroi etc. Price variation relating to increases in customs duty, excise tax; dollar price variation etc. will not be permitted.

## 2.24 SHORT-LISTING OF BIDDERS

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

## **2.25 RIGHT TO ALTER QUANTITIES**

Maharashtra Gramin Bank reserves the right to alter the quantity ranging from 10 % to 20 % of proposed system 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.

## **2.26 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.

## **2.27 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 system. 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-mutandi** 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.

## 2.28 REPEAT ORDERS

In case bank it its discretion; propose to alter the quantity then, Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of one year 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.

## 2.29 LOCATIONS

The Head Office of Maharashtra Gramin Bank is floating this tender. The Integrated Power Solution being procured through this tender shall be installed and commissioned by the bidder after getting the order at various locations of the Bank. Bank reserves the right to make changes in the locations details of the locations is given in the RFP.

## 2.30 SUPPORT PERSONNEL

In addition to the regular support centers, the bidder has to provide one contact person of own company employee at Aurangabad being Head Office of the bank. Contact person either own or franchisee for each regional office of the bank has to be provided.

## 2.31 TECHNICAL INSPECTION AND PERFORMANCE EVALUATION

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

## 2.32 PAYMENT TERMS

Maharashtra Gramin Bank will make payment as follows:

Bank proposes warranty period of five years. Bank termed this as TCO (Total cost of ownership) for five years.

Bank will release the payment in following phase/steps

Sr. No	Particulars	% Payment
1	Payment after successful installation and commissioning at all branches	75
2	At the end of 1 <sup>st</sup> year	4
3	At the end of 2 <sup>nd</sup> year	4
4	At the end of 3 <sup>rd</sup> year	4
5	At the end of 4 <sup>th</sup> year	4
6	At the end of 5 <sup>th</sup> year	4
	After completion of contract	5

Total	100
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Yearly 4 % payment during the period will be released at the end of year by respective Regional Office after submission of visiting report of branches. Payment will be released by deducting appropriate penalty if any.

### 2.33 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 15 days in advance. Factory inspection of the equipment to be supplied to 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, 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 2 weeks from the date of placing the order.** Only inspected and duly sealed equipments should be dispatched to the locations, otherwise those are liable for rejection at the bidders' cost.

### 2.34 DELIVERY, INSTALLATION AND COMMISSIONING

The Bidder shall be responsible for delivery and installation of the equipment ordered at all the sites and for making them fully operational at **no extra charge within 4 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 the Bank it will be a breach of contract. In the event of 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 system by the Bank. The copy of the Insurance Policy should be submitted to the Bank after PDI at the discretion of Bank, there will be an acceptance test conducted by the bidder in presence of Bank officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware/software supplied, Bank may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.

### 2.35 COMPLETENESS OF INSTALLATION

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



In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire set will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.

### **2.36 ORDER CANCELLATION**

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 4 weeks from the date of purchase order.
3. Discrepancy in system noticed during the execution of the system.

In addition to the cancellation of purchase order, Bank reserves the right to levy appropriate damages from the Security deposit (SD) given by the bidder or foreclose the Bank Guarantee given in lieu of SD.

### **2.37 INTER-WORKING OF HARDWARE AND SOFTWARE**

The bidder must integrate UPS, Batteries and all other mentioned components etc, to get end result 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. Under no circumstances will a problem/fault be blamed on other institution.

### **2.38 ACCEPTANCE TESTS**

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

### **2.39 SOFTWARE & MANUALS**

The Integrated Power Solution System will have to be supplied with the software which will be useful to monitor the system.

### **2.40 HARDWARE WARRANTY (ON-SITE)**

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 75% payment. In no case, there would be multiple warranty dates, although the payments are made in different lots after the successful installation and acceptance of the systems by Bank at the respective locations. On release of the 75% payment it would be presumed that the Bank has accepted the installation at all the locations.

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.

## 2.41 PREVENTIVE MAINTENANCE: -

Preventive maintenance for Integrated Power Solution System should be done once in a quarter without any additional cost (for waxing battery terminals, watering top-up etc) during warranty and AMC period if any.

Vendor shall submit report to bank for having completed the preventive maintenance.

1. Vendor's Technician/Engineer will visit once in quarter for carrying preventive maintenance so as to ensure satisfactory performance & trouble free service of the UPS System.
2. In case of break down call, Service Engineer will reach bank site within 2 hrs for local branches, within 4 hours for Taluka branches and within 24 hrs for rural branches, after receipt of the call. Vendor must ensure that the system will be made operational within the specified time if replacement of Batteries / major components is not required.
3. In case the system is not repaired within 24 hrs vendor will provide standby System of equal or higher capacity at the branch without any additional cost.
4. In case the down call of UPS is not attended within the time specified above, penalty will be charged as per penalty clause of the RFP.
5. Vendor will carry out the Inspection of the UPS system as under: -
  - a. Checking the inputs, output and battery bank connections from and to the system.
  - b. Checking all connectors on PCB's.
  - c. Checking the required parameters.
  - d. Any other work related to its smooth working.
6. Vendor will carry out the inspection of the Battery set as under: -
  - a. Cleaning the battery terminals.
  - b. Checking the battery & applying jelly on battery terminals.
  - c. Checking battery interlinks & its connections.
  - d. Checking the voltage of each battery.
  - e. Any other work related for smooth working of battery set.
7. Vendor may charge extra for shifting & re-installation of UPS / Battery set with mutually agreed amount.
8. Vendor will replace **all spares** of UPS free of cost during five years of the period.
9. Bank will ensure that any repair or reinstallation of the UPS system will be done by persons authorized by the Vendor.
10. Vendor has to ensure that the earthing voltage difference should be maintaining 01v to 3v at any given point of time. This check point must be included in the visit report.
11. The function of Servo Voltage Stabilizer has to be checked during the quarterly visit. Please note that the bank will not consider the argument that UPS batteries are not charging

because of low voltage at UPS input side. To avoid such circumstances and scenarios, bank has included Servo Voltage Stabilizer in the system. Even at extreme low voltage from Grid, it is Servo Voltage Stabilizer function to supply stable and sufficient supply to UPS so as to ensure smooth battery charging.

#### **2.42 SPARE PARTS**

Bidder will make the spare parts for the systems available for a minimum period of seven years from the time of acceptance of the system. Thereafter, bidder will give at least twelve months' notice prior to discontinuation of support services, so that Bank may order its requirements of the spares, if it so desires. If any of the peripherals, components like UPS spares parts batteries, IGBT, 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 Bank.

#### **2.43 LIQUIDATED DAMAGES**

If there is a delay by the bidder in the delivery of the complete system 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 the Bank. In case the complete delivery is delayed beyond the scheduled delivery date, Bank reserves the right to cancel the contract and return the partially delivered equipment. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the order value per site.

#### **2.44 PENALTY FOR DOWNTIME**

Equipment that is reported to be down by 3.00 p.m. and later on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) latest by 12 noon on the next day. Equipment that is reported to be down before 3.00 pm should be attended / repaired on the same day.

The penalty for 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:

<b>Sr.No.</b>	<b>Item</b>	<b>Amount in Rupees / day</b>
1	Integrated Power Solution – any component	Rs 500 per day for first three days
2	Integrated Power Solution – any component	Rs 1000 per day form fourth day

Bank intends not to charge any penalty however expects timely response from the vendor.

If any branch remains un-visited by the vendor, equivalent amount will be deducted from quarterly /yearly payment. (Pertaining to that branch % amount).

**Please note there will not be any upper limit for penalty. Vendor has to settle the matter within three days to avoid further arguments.**

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 ten days' time.

#### **2.45 HARDWARE FAILURE**

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

#### **2.46 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 system/equipment etc. supplied by him.

#### **2.47 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 the Bank.

#### **2.48 GUARANTEES**

Bidder should guarantee that the systems delivered to Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied if any, 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 CEO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly used in the Integrated Power Solution are original, new ones and no refurbished/ duplicate / second hand components/ parts/assembly are used.

#### **2.49 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 Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by 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 Bank shall be final and binding on the bidder.

#### **2.50 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.

#### **2.51 SPECIAL CONDITION**

The serial numbers of all UPS and all other components should be submitted to the Bank in Excel format.

#### **2.52 DETAILS OF LOCATIONS OF BANK'S REGIONAL OFFICE**

<b>SR NO.</b>	<b>Place</b>
1	Nanded
2	Parbhani
3	Beed
4	Latur
5	Aurangabad
6	Thane

## 2.53 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 11** 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 name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<b>Shri. Nilmoni Bhakta</b> Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A, Nerul, Navi Mumbai, 400706  Email - nilmoni.bhakta@gmail.com	<b>Shri. Madan Lal Sharma</b> Address - K-23, Jangpura Extention New Delhi  Email - ml.sharma1965@yahoo.com
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**The list of 140 Branches are given here below-**

**(UPS is to be installed and old UPS and Batteries are to be buyback)**

Sr	BR_CODE	BR_NAME	Block	Dist	Region
1	4101	ISLAPUR	KINWAT	NANDED	NANDED
2	4103	KUNDALWADI	BILOLI	NANDED	NANDED
3	4106	BARBADA	NAIGAON	NANDED	NANDED
4	4108	BETMOGRA	MUKHED	NANDED	NANDED
5	4111	CHANDOLA	MUKHED	NANDED	NANDED
6	4114	GADGA	NAIGAON	NANDED	NANDED
7	4115	HANEGAON	DEGLOOR	NANDED	NANDED
8	4118	JAMB	MUKHED	NANDED	NANDED
9	4121	KANDHAR	KANDHAR	NANDED	NANDED
10	4122	KAPSI	LOHA	NANDED	NANDED
11	4124	KHATGAON	BILOLI	NANDED	NANDED

12	4128	LIMBGAON	NANDED	NANDED	NANDED
13	4129	LOHGAON	BILOLI	NANDED	NANDED
14	4130	MAHUR	MAHUR	NANDED	NANDED
15	4134	MUDKHED	MUDKHED	NANDED	NANDED
16	4135	MUKRAMABAD	MUKHED	NANDED	NANDED
17	4138	OSMANNAGAR	LOHA	NANDED	NANDED
18	4139	BHOKAR	BHOKAR	NANDED	NANDED
19	4141	PETHWADAJ	KANDHAR	NANDED	NANDED
20	4142	HADGAON	HADGAON	NANDED	NANDED
21	4143	MUKHED	MUKHED	NANDED	NANDED
22	4148	TAMLOOR	DEGLOOR	NANDED	NANDED
23	4150	WADEPURI	LOHA	NANDED	NANDED
24	4152	WAI BAZAR	MAHUR	NANDED	NANDED
25	4153	TAMSA	HADGAON	NANDED	NANDED
26	4154	KINWAT	KINWAT	NANDED	NANDED
27	4155	WAGHALA	NANDED	NANDED	NANDED
28	4201	AJEGAON	SENGAON	HINGOLI	PARBHANI
29	4202	AMBACHONDI	BASMAT	HINGOLI	PARBHANI
30	4206	BHOGAON	JINTUR	PARBHANI	PARBHANI
31	4207	CHARTHANA	JINTUR	PARBHANI	PARBHANI
32	4208	CHATORI	PALAM	PARBHANI	PARBHANI
33	4209	CHUDAWA	PURNA	PARBHANI	PARBHANI
34	4210	DIGRAS (H)	HINGOLI	HINGOLI	PARBHANI
35	4211	DUDHGAON	JINTUR	PARBHANI	PARBHANI
36	4213	GANGAKHED	GANGAKHED	PARBHANI	PARBHANI
37	4214	GIRGAON	BASMAT	HINGOLI	PARBHANI
38	4216	PATHRI	PATHRI	PARBHANI	PARBHANI
39	4217	BASMAT	BASMAT	HINGOLI	PARBHANI
40	4219	KOLHA	MANWAT	PARBHANI	PARBHANI
41	4222	KURUNDA	BASMAT	HINGOLI	PARBHANI
42	4223	KAWALGAON	PURNA	PARBHANI	PARBHANI
43	4225	JAWALA BAZAR	AUNDHA-N	HINGOLI	PARBHANI
44	4227	KALAMNURI	KALAMNURI	HINGOLI	PARBHANI
45	4228	NARSI	HINGOLI	HINGOLI	PARBHANI
46	4231	AKHADA BALAPUR	KALAMNURI	HINGOLI	PARBHANI
47	4232	PUSEGAON	SENGAON	HINGOLI	PARBHANI
48	4233	PEDGAON	PARBHANI	PARBHANI	PARBHANI
49	4236	RANISAWARGAON	GANGAKHED	PARBHANI	PARBHANI
50	4237	PURNA	PURNA	PARBHANI	PARBHANI
51	4239	MANWAT	MANWAT	PARBHANI	PARBHANI
52	4240	SHELGAON-G	SONPETH	PARBHANI	PARBHANI
53	4241	SHIRAD SHAHAPUR	AUNDHA-N	HINGOLI	PARBHANI
54	4244	SIRSAM	HINGOLI	HINGOLI	PARBHANI
55	4252	WALLOOR	SAILU	PARBHANI	PARBHANI
56	4254	YELDARI CAMP	JINTUR	PARBHANI	PARBHANI

57	4303	ASHIV	AUSA	LATUR	LATUR
58	4305	ATNUR	JALKOT	LATUR	LATUR
59	4307	AUSA	AUSA	LATUR	LATUR
60	4308	BORI (L)	LATUR	LATUR	LATUR
61	4310	CHAPOLI	CHAKUR	LATUR	LATUR
62	4311	CHINCHOLI PAN	NILANGA	LATUR	LATUR
63	4312	DEVARJAN	UDGIR	LATUR	LATUR
64	4313	CHAKUR	CHAKUR	LATUR	LATUR
65	4314	AURAD-SHAHJANI	NILANGA	LATUR	LATUR
66	4316	UDGIR	UDGIR	LATUR	LATUR
67	4318	JALKOT (U)	JALKOT	LATUR	LATUR
68	4320	KADEPUR	RENAPUR	LATUR	LATUR
69	4322	KASAR SHIRSHI	NILANGA	LATUR	LATUR
70	4324	AHAMADPUR	AHMADPUR	LATUR	LATUR
71	4325	KHAROLA	RENAPUR	LATUR	LATUR
72	4326	KHAROSA	AUSA	LATUR	LATUR
73	4327	KINGAON	AHMADPUR	LATUR	LATUR
74	4328	NAGALGAON	UDGIR	LATUR	LATUR
75	4329	NALGIR	UDGIR	LATUR	LATUR
76	4330	SHIRUR TAJBAND	AHMADPUR	LATUR	LATUR
77	4332	WADHONA	UDGIR	LATUR	LATUR
78	4333	WADWAL NAGNATH	CHAKUR	LATUR	LATUR
79	4334	WALANDI	DEVANI	LATUR	LATUR
80	4335	WANJARWADA	JALKOT	LATUR	LATUR
81	4336	BHUISAMUDRA	LATUR	LATUR	LATUR
82	4337	NILANGA	NILANGA	LATUR	LATUR
83	4338	NALEGAON	CHAKUR	LATUR	LATUR
84	4339	DEVANI	DEVANI	LATUR	LATUR
85	4403	ASHTA KASAR	OMERGA	OSMANABAD	LATUR
86	4404	BEMBLI	OSMANABAD	OSMANABAD	LATUR
87	4406	KALAMB	KALAMB	OSMANABAD	LATUR
88	4410	KATI	TULJAPUR	OSMANABAD	LATUR
89	4413	LOHARA	LOHARA	OSMANABAD	LATUR
90	4414	MAKNI	LOHARA	OSMANABAD	LATUR
91	4415	TULJAPUR	TULJAPUR	OSMANABAD	LATUR
92	4417	MASSA	KALAMB	OSMANABAD	LATUR
93	4421	PARA	WASHI	OSMANABAD	LATUR
94	4422	PARANDA	PARANDA	OSMANABAD	LATUR
95	4424	SALGARA	TULJAPUR	OSMANABAD	LATUR
96	4425	SAMUDRAWANI	OSMANABAD	OSMANABAD	LATUR
97	4426	SASTUR	OMERGA	OSMANABAD	LATUR
98	4429	SHIRADHON	KALAMB	OSMANABAD	LATUR
99	4430	TER	OSMANABAD	OSMANABAD	LATUR
100	4433	BHOOM	BHOOM	OSMANABAD	LATUR
101	4434	WASHI	WASHI	OSMANABAD	LATUR



102	4436	OMERGA	OMERGA	OSMANABAD	LATUR
103	4502	APEGAON	AMBAJOGAI	BEED	BEED
104	4506	KADA	ASHTI	BEED	BEED
105	4507	CHAKLAMBA	GEORAI	BEED	BEED
106	4508	CHINCHOLI MALI	KAIJ	BEED	BEED
107	4510	DHAMANGAON	ASHTI	BEED	BEED
108	4512	DINDRUD	MAJALGAON	BEED	BEED
109	4515	MAJALGAON	MAJALGAON	BEED	BEED
110	4519	KAIJ	KAIJ	BEED	BEED
111	4520	WADWANI	WADWANI	BEED	BEED
112	4521	UMAPUR	GEORAI	BEED	BEED
113	4531	PATODA AMBA	AMBAJOGAI	BEED	BEED
114	4536	RAIMOHA	SHIRUR	BEED	BEED
115	4538	SHIRAL	ASHTI	BEED	BEED
116	4542	TALWADA	GEORAI	BEED	BEED
117	4544	WADGAON DAULA	ASHTI	BEED	BEED
118	4546	YUSUF WADGAON	KAIJ	BEED	BEED
119	4547	AMBAJOGAI	AMBAJOGAI	BEED	BEED
120	4550	DHARUR	DHARUR	BEED	BEED
121	4551	ASHTI	ASHTI	BEED	BEED
122	4601	WAGHOLI (P)	HAVELI	PUNE	THANE
123	4602	SANASWADI	SHIRUR	PUNE	THANE
124	5402	SANGAMNER	SANGAMNER	AHMEDNAGAR	THANE
125	5403	KOPARGAON	KOPARGAON	AHMEDNAGAR	THANE
126	5602	BELAVALI	BADLAPUR (W)	THANE	THANE
127	5603	TOKAWADE	MURBAD	THANE	THANE
128	5605	ALONDE	VIKRAMGAD	PALGHAR	THANE
129	5606	DOLKHAMB	SHAHAPUR	THANE	THANE
130	5608	UDHAWA	TALASARI	PALGHAR	THANE
131	5609	KELWA	PALGHAR	PALGHAR	THANE
132	5612	WADA	WADA	PALGHAR	THANE
133	5619	MHASA	MURBAD	THANE	THANE
134	5620	KHADAVALI	KALYAN	THANE	THANE
135	5623	MOKHADA	MOKHADA	PALGHAR	THANE
136	5625	TALASARI	TALASARI	PALGHAR	THANE
137	5628	GOTHEGHAR	SHAHAPUR	THANE	THANE
138	5629	VIKRAMGHAD	VIKRAMGAD	PALGHAR	THANE
139	5630	KALYAN	KALYAN	THANE	THANE
140	5704	SINNAR	SINNAR	NASIK	THANE

LIST OF 27 DISTRICT BRANCHES WHERE 2.4 KW UPS SYSTEM IS TO BE INSTALLED WITH EXISTING UPS  
BUYBACK .

SR NO	Block	Dist	Region
1	NANDED	NANDED	NANDED
2	NANDED	NANDED	NANDED
3	NANDED	NANDED	NANDED
4	NANDED	NANDED	NANDED
5	NANDED	NANDED	NANDED
6	NANDED	NANDED	NANDED
7	NANDED	NANDED	NANDED
8	PARBHANI	PARBHANI	PARBHANI
9	PARBHANI	PARBHANI	PARBHANI
10	HINGOLI	HINGOLI	PARBHANI
11	PARBHANI	PARBHANI	PARBHANI
12	LATUR	LATUR	LATUR
13	LATUR	LATUR	LATUR
14	LATUR	LATUR	LATUR
15	OSMANABAD	OSMANABAD	LATUR
16	BEED	BEED	BEED
17	BEED	BEED	BEED
18	AURANGABAD	AURANGABAD	AURANGABAD
19	GANGAPUR	AURANGABAD	AURANGABAD
20	AURANGABAD	AURANGABAD	AURANGABAD
21	JALNA	JALNA	AURANGABAD
22	JALNA	JALNA	AURANGABAD
23	AHMEDNAGAR	AHMEDNAGAR	THANE
24	PALGHAR	PALGHAR	THANE
25	DHULE	DHULE	THANE
26	ALIBAG	RAIGAD	THANE
27	NANDURBAR	NANDURBAR	THANE

(On bidder's company Letter Head with authorised signature)  
(Masked Commercial sheet has to submitted with technical bid, without which the bid will be rejected)

#### 4.0 FINANCIAL OFFER

### For Integrated Power Solution

Sr. No.	Item	Qty	Rate	Total
1	3 KVA UPS	140		
2	3 KVA UPS for District place branches	024		
4	Buy-back	164		(minus)
Total				

(Addition of first three items minus buy-back = effective total)

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

**Date with Authorised Signature**

**Stamp**

**COVERING LETTER**

To:

Dear Sir

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, 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 including structured cabling 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 3% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 180 days from the date of 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201

Signature:

Stamp

**BIDDER'S UNDERTAKING**

(Letter should be submitted on Bidder(s) Letter Head)

Date:

To

The General Manager  
Maharashtra Gramin Bank  
Aurangabad

Dear Sir,

**Sub: Tender for Supply, installation, commissioning with 5 year warranty / comprehensive maintenance of Integrated Power Solution at Various branches of Maharashtra Gramin Bank in Maharashtra**

Ref: Tender Reference:

1. We have examined the tender for Supply, installation, commissioning & 5years comprehensive maintenance of Integrated Power Solution at Various branches of Maharashtra Gramin Bank in Maharashtra as specified in the Tender. We undertake to meet the requirements and services as required in the Tender document.
2. We attach our Eligibility, Technical and Financial Bid in separate sealed covers as required by the Tender three of which together constitute our proposal, in full conformity with the said Tender.
3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the requirements as specified in the Tender or such modified plan as may subsequently be agreed.
5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MGB.
6. We affirm that the information contained in the Techno-commercial Bid or any part thereof, including its schedules, and other documents, etc. delivered or to be delivered to MGB is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MGB as to any material fact.
7. We agree that MGB is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products or service specified in the bid response without assigning any reason whatsoever.

8. It is hereby confirmed that I or We are entitled to act on behalf of our company or organization and empowered to sign this document as well as such other documents, which may be required in this connection.

9. We also declare that our Company or Organization is not blacklisted by any of the State or Central Government and organizations of the State or Central Government

10. We undertake to use the BoS components as per the standards stipulated in clause 15.

Signature of the authorized person:

Name of the authorized person:

Designation:

Name and Address of Bidder

Stamp of bidder



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	Aurangabad	<b>OWN</b>					
2	Jalna						
3	Parbhani						
4	Hingoli						
5	Nanded						
6	Latur						
7	Beed						
8	Osmanabad						
9	Pune						
10	Ahmednagar						
11	Thane						
12	Raigad						
13	Nashik						
14	Dhule						
15	Jalgaon						
16	Nandurbar						
17	Palghar						

- Service center hub at Aurangabad where all spare parts should readily be available.



**DETAILS OF WORK INSTALLATIONS (PAST INSTALLATIONS) IN LAST THREE YEARS**

Name of the Client	Contact person <ul style="list-style-type: none"> <li>• Name</li> <li>• Tel. No.</li> <li>• Fax No.</li> <li>• Address</li> </ul>	Capacity of the system in KW	Date of installation	Date of commissioning	Total Amount of Order

**FORMAT FOR PRE BID QUERIES**

**A) Queries Related Technical Specifications to RFP**

RFP FY-012017					
Bidders Name					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

**B) General queries Related to RFP**

**ANNEX-7**

RFP FY-012017			
Bidders Name			
Sr. No.	General Query related to RFP	Comment / Suggestions	

**ANNEXURE 8**

**TECHNICAL SPECIFICATIONS OF 3 KVA UPS SYSTEM**

Sr No	Category	Specification Required	Unique number pointing the feature on the information brochure	Offered Y / N
	Make and Model			
	Capacity	3 kVA – with 0.8 Power Factor		
	Technology	IGBT based True Online Double Conversion. Fully microprocessor with PWM technology (Make In India Only)		
	Converter	IGBT based converter		
	Input Voltage	230 V - 1 phase, 3 wire system Voltage range : <b>160 - 270 VAC</b> Single Phase 3 wire		
	Input Frequency range	46 to 54 Hz		
	Input power factor	0.92 or better		
	Input current distortion	Less than 15% for 80% non-linear load		
	Battery Charger	Type of Charger: Constant voltage - constant current Battery Recharge Time to 90 % capacity after 100% Discharge : 8 -10 Hours		
	INVERTER	Inverter Technology: Sine Weighted Pulse Width Modulation Technology using IGBT power Devices Output Wave form: Pure Sinusoidal DC Voltage : 96 or more VDC		
	Output voltage	230 ± 1 Single phase		
	Output voltage regulation (SS)	±2%		
	Overall efficiency	>91%		
	Overload capacity	125% for 1min and 110% for 10min.		
	Voltage distortion	Less than 5% for 80% Non-linear load		
	Output frequency	50HZ ± 1%		
	Crest factor	3:1		
	Power Factor	0.8 lagging to unity		
	DC Voltage	96 V or above		
	By-Pass	Static and manual bypass required		

	Protection	Short circuit, overload and over temp		
	Indication	Mains ON Invert Normal/Failure Battery Low Load on Battery Load on By-Pass		
	LCD Display	Input (Voltage) Output (Voltage, Current & Frequency)		
	Audible Alarms	Mains failure Battery Low Short Circuit Inverter Trip Load on bypass		
	Isolation	Galvanic isolation through in-built transformer at the UPS output side		
	Standards	Quality System : ISO 9001:2008 or Better		
	General	Cold Start in the absence of mains power; Cold Start is available to start on batteries. Acoustic Noise Level: < 50 dB Operating Temperature: 0-45 degrees centigrade. Relative Humidity: 10 to 95% non-condensing Generator Compatibility: Compatible to operate on Generator Cooling : Forced Air Cooling		

#### BATTERY BANK WITH ACCESSORIES

Sr.	Category	Specification Required	Unique number pointing the feature on the information brochure	Offered Y / N
	Make and Model			
1	Type	180 AH, 12 V Tubular battery @ C 10 Rating		
2	Backup	Minimum 8 hours battery backup with 1.2 KW load when <b>grid</b> power is not available.		
3	Warranty	Five years on site. (includes on-site quarterly maintenance even under warranty)		

#### EARTHING PROTECTION AND STABILIZER

Sr	Category	Specification Required	Unique number pointing the feature on the information brochure	Offered Y / N
	Earthing	Make and Model: - Chemical earthing should be used for earthing purpose to branch UPS O/P i.e. load i.e. computer & other equipment. Vendor has to certify 10 yrs warranty for this earthing. It has to ensure that voltage difference should be maintained between 1V to 3V at any given point of time. This point has to be included in the quarterly preventive maintenance activity.		
	Servo Voltage Stabilizer 5 KW Single Phase (This equipment should give constant output voltage even input voltage is fluctuating.)	Make and Model : -		
I/P Voltage range: 110 v to 270v				
Frequency: 50 Hz with +/- 3 Hz				
O/P Voltage: 230v with +/- 2v				
Single variance with buck-boost transformer.				
Voltmeter to read input and output voltage.				
High Voltage, Low Voltage and Short Circuit Protection				
MCB on Input Side				

## Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

To,

Maharashtra Gramin Bank,  
Head Office, CIDCO,  
Aurangabad- 431003

THIS DEED OF GUARANTEE made at ..... this .....day of ..... between \_\_\_\_\_ a banking company having its office at ..... hereinafter referred to as 'the Bank' of the One Part and Maharashtra Gramin Bank a Bank constituted under the Regional Rural Banks Act 1976 having its Head Office at Plot No 35, Jivanshree, Town Centre, Sector G, CIDCO, Aurangabad 431003, hereinafter called the Beneficiary, of the other Part.

1. Whereas the Beneficiary had invited tenders for Supply, Installation & Commissioning of Integrated Power Solution for Branches vide tender No FY-012017 dated \_\_\_\_\_
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Aurangabad, (valid for 180 days from the due date of the tender) for Rs 6 lakh (Rs. Six lakh 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 Integrated Power Solution for Branches 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 doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs.6 lakhs (Rupees six Lakhs only) payable by the said Contractor/s under the said Contract.

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

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

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

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

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

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ .  
(Rupees \_\_\_\_\_).
- b. This Bank Guarantee shall be valid upto \_\_\_\_\_.
- 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 .....

Annex10

**Manufacturer's Authorization Form (MAF)**

No. \_\_\_\_\_ dated \_\_\_\_\_

To,

The General Manager,

Maharashtra Gramin Bank,

Head Office, JeevanShree, Plot No35,

CIDCO, Town Center, Aurangabad - 431003

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 10 crores of last three financial years (i.e. 2013-14, 2014-15 and 2015-16). 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.

-----

**Annex. 11**

(to be executed on RS 500 Stamp Paper)



## PRE CONTRACT INTEGRITY PACT

(To be submitted as a part of technical bid, without which the tender will be summarily rejected)

The signature of the authorized official of the bank shall be obtained before the submission of the bid

### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2017, between on one hand, Maharashtra Gramin Bank through authorized official Shri. \_\_\_\_\_, General Manager, Information Technology Department, 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/Equipments/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 a 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.

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

### **Commitments of the BUYER:**

- 1.1. The BUYER undertakes that no 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 or Pay Order in Favor of Maharashtra Gramin Bank **IT Department**
  - 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 (Names and Address of the Monitors to be given).
- 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 has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to 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

BIDDER  
CHIEF EXECUTIVE OFFICER  
(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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