

पूरुवचल बैक
PURVANCHAL BANK
Head Office,
Buddha Vihar Commercial Scheme
Taramandal, Gorakhpur-273016

TENDER DOCUMENT

Ref:-PB/DS/2019-20/01 DATED: - 28/05/2019

LAST DATE OF SUBMISSION OF BID
15/06/2019

FOR SUPPLY OF

FIRE RESISTANT FILING CABINET

AT
VARIOUS BRANCHES/ OFFICES OF
PURVANCHAL BANK
(U.P.)

**REQUEST FOR PROPOSAL
FOR SUPPLY AND WARRANTY SUPPORT OF FIRE RESISTANT FILING CABINET FOR
VARIOUS BRANCHES / OFFICES OF PURVANCHAL BANK, GORAKHPUR (U.P.)**

Ref:-PB/DS/2019-20/01 DATED: - 28/05/2019

BIDDING DOCUMENTS

Documents constituting the Bid

The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
 - (b) PART 2 - Disclaimer
 - (c) PART 3 - Instruction for Bidders (IFB)
 - (d) PART 4 - Terms and Conditions of Contract (TCC)
 - (e) PART 5 - Bid Forms, Price Schedules and other forms (BF)
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PART 1: INVITATION TO BID

Purvanchal Bank (hereinafter referred to as PB / the Bank) is having its Head Office at Buddha Vihar Commercial Scheme, taramandal Gorakhpur (U.P.) and other branches in various cities / Towns across the 11 Districts namely Gorakhpur, Basti, Santkabir Nagar, Kushinagar, Deoria, Maharajganj, Siddharthanagar, Ballia, Etawah, Mau, and Aurriya.

In order to meet the requirements of various branches / offices in PB, the Bank proposes to invite tenders from established Original Equipment Manufacturer (OEM) OR their Authorised dealers (hereinafter referred to as "Bidder") to undertake supply and warranty support of Fire Resistant Filing Cabinet (equipment) as per details listed out in this document.

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website <http://www.purvanchalbank.com> and the bid should be submitted to the office of:

General Manager (Admin & IT),
Purvanchal Bank,
Head Office,
Buddha Vihar, Commercial Scheme,
Taramandal,
Gorakhpur (U.P.)-273016,

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.
- The information provided by the bidders in response to this RFP document will become the property of Bank and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders or published on the Bank's website and such amendments will be binding on them.

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website. from 28/05/2019 to 14:00 hrs. on 10/06/2019
Last date for requesting clarification (optional)	Up to 15:00 hrs. on 10/06/2019. All communications regarding points / queries requiring clarifications shall be given in writing to (name & designation of PB Official) or by e-mail at email address estate@purvanchalbank.co.in
Last date of submission of bids(In Sealed envelope)	17:00 hrs. on 15/06/2019
Opening of Bids	12:00 hrs. on 17/06/2019 Authorised representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidders representatives.
Contact Details	
Address for Communication and submission of bid.	General Manager (Admin & IT), Purvanchal Bank, Head Office Buddha Vihar, Commercial Scheme, Taramandal, Gorakhpur(U.P.)-273016,
Telephone	7571811273 7571810421
All correspondence relating to this RFP should be sent to following email ids	estate@purvanchalbank.co.in

PART – 2 DISCLAIMER

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

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices / clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. "The Bank" means Purvanchal Bank.
2. "The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. "The Bidders" means Original Equipment Manufacturer (OEM)/ or Authorised Dealer(AD) of the OEMs participating in the tender process and submitting Bid .
4. "The OEM" means Original Equipment Manufacturer;
5. "The AD means Authorised Dealer.
6. "TC-1 bidder" is the bidder having highest score after taking into account weightage assigned to technical and commercial bid.
7. "TC-2 bidder" is the bidder having next lower score to TC-1 bidder after taking into account weightage assigned to technical and commercial bid.
8. "Vendor" is the successful Bidder(s) and to whom notification of award has been given by Bank.
9. "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
10. "The Equipment" means all the Fire Resistance Filing Cabinet and / or services which the Vendor is required to supply to the Bank under the Contract;
11. "The Services" means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;
12. "TCC" means the Terms and Conditions of Contract contained in this section;
13. "The Project" means supply and delivery, installation, commissioning of Fire Resistance Filing Cabinet with all hardware/ peripherals & services with 1 years Warranty support.
14. "The Project Site" means various branches / offices of the Bank where the equipment is to be supplied installed and commissioned.
15. "FRFC" means the Fire Resistant Filing Cabinet.

In case of a difference of opinion on the part of the Bidder in comprehending and / or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

PART-3: INSTRUCTIONS FOR Bidders (IFB)**TABLE OF CLAUSES**

Clause No.	Topic	Clause No.	Topic
	A. Introduction		D. Submission of Bids
3.1	Broad Scope of Work	3.16	Sealing and Marking of Bids
3.2	Eligibility Criteria	3.17	Deadline for Submission of Bids
3.3	Cost of Bidding.	3.18	Late Bids
	B. Bidding Documents	3.19	Modification & Withdrawal of Bids
3.4	Documents constituting the Bid		E. Bid Opening and Evaluation
3.5	Clarification of Bidding Documents	3.20	Opening of Technical Bids by the Bank
	C. Preparation of Bids	3.21	Preliminary Evaluation
3.6	Language of Bid	3.22	Technical Evaluation of Bids
3.7	Documents comprising the Bid	3.23	Evaluation of Price Bids & Finalisation
3.8	Bid Form	3.24	Contacting the Bank
3.9	Bid Prices	3.25	Award Criteria
3.10	Delayed Schedule & Penalty for Delayed Deliveries	3.26	Bank's Right to Accept Any Bid and to Reject Any or All Bids
3.11	Documentary evidence establishing Bidder's Eligibility and Qualifications	3.27	Notification of Award
3.12	Documentary evidence establishing eligibility of products & conformity to Bid documents	3.28	Performance Guarantee
3.13	Earnest Money Deposit	3.29	Signing of Contract
3.14	Period of Validity of Bids	3.30	Miscellaneous
3.15	Format & Signing of Bid		

A: INTRODUCTION

3.1 Broad Scope of Work:-

- a) Supply and warranty support for all components of Brand new Fire Resistant Filing Cabinet. (FRFC) along with other peripherals (during the period of contract), details of FRFCs as per Annexure-5.1.1 & 5.1.2 should be supplied, delivered, and installed within overall 45 days from the date of purchase order at the location tentatively detailed on Annexure-5.8, during normal office hours and as per the time schedules mentioned in the respective Purchase Order.
- b) The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However no weightage would be given for higher configurations. Each FRFC should have BIS logo on it.
- c) Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.
- d) The bidder has to provide model number in the RFP.
- e) Vendor shall ensure that all supplies must not be End of Support / End of Service and spares shall be available for at least 10 years from date of delivery and will be supported till year 2029.
- f) The equipment should be installed and commissioned at the desired location by the Vendor at no extra cost to the Bank.
- g) All necessary entitlements papers of licence, etc., if any should be provided to the Bank.
- h) The vendor must have a good qualified technical staff with certification from the respective OEM to understand the technical problems and address resolution of technical problems.
- i) Vendor has to submit escalation matrix and keep Bank informed, if any changes take place.
- j) The Purchase Order may be placed in part or full by Purvanchal Bank, Head Office or any of its offices / Branches. The quantity or number of FRFC to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of FRFC to be purchased or the minimum order quantity. The Bank, however, reserves the right to procure extra quantity during the validity period of the offer. The different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by the Bank. The movements of their shipment should be advised to the Bank's Head office (hereinafter referred to as HO).
- k) The vendor / OEM should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the bidder.
- l) The FRFC supplied by the Bidder / vendor should meet the requirement of latest BIS specification and IS.

3.2 Eligibility Criteria

- a) This tender is open to all the Original Equipment Manufacturers (OEMs) and their Authorised Dealers (Ads) who fulfill the eligibility criteria and are in agreement with the terms and conditions of the RFP document. If the OEM is bidding, OEM cannot nominate any Authorised dealer for bidding. Authorised Dealer should not submit the bid for more than one OEM.
- b) The OEM whose equipment are to be supplied should be a Company registered in India under the Companies Act, 1956. If the bidder is Authorised Dealer, Bidder should have Authorised dealership with OEM for at least last 3 financial years. If the Bidder is AD, it should be firm/company duly registered under the relevant act.
- c) The Bidder should be in a business of supply, installation, configuration and maintenance and support of FRFC in India for at least last 03 years and should be a current legal entity in India.
- d) The Bidder should have achieved yearly sales turnover of not less than Rs.5.00 crores as per audited balance sheets of last three consecutive financial years i.e. 2016-17, 2017-2018 and 2018-2019.
- e) The Bidder must have registered net profits during last three consecutive financial years as per the audited balance sheets and P & L accounts for FY 2016-17, 2017-18 and 2018-19.
- f) The Bidder's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31.03.2019, A certificate to this effect should be obtained from the Auditor who has signed the Balance Sheet of the Bidder as on 31-03-2019 and submitted along with the Bid. Also the bidder has to attach an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason.
- g) The bidder should have permanent office in India.
- h) The bidder should be in business of supply, installation, configuration and maintenance support of FRFC should have successfully supplied an aggregate of at least 60 FRFC of similar or equivalent / higher technical specifications of any OEM in the last 3 financial years. Copies of purchase order should be submitted along with bid document to verify the quantity of FRFC supplied.
- i) The FRFC supplied by the Bidder / vendor should meet the requirement of latest BIS specification and IS.
- j) The bidder should not have been black listed / barred by any of the Government Departments RRBs/ PSU's / Public Sector Banks / Public Sector Financial Institutions at any one instance or more in the last ten financial years. An undertaking on the same is to be provided by the bidder. At any point of time it is observed that undertaking given by the bidder do not meet RFP condition, this will be treated as breach of terms and conditions of the RFP, Purvanchal Bank will be at liberty to forfeit the EMD of bidder / Vendor also and also invoke the Performance bank guarantee and forfeit it.
- k) Copies Documentary proof of above requirements should be provided. Proof like relevant pages of Company's registration & memorandum of understanding, PAN card, Trade Licence, Office address proof audited balance sheets, Work Order /

Contract, Successful completion certificates, OEM / Authorized Dealership certificate, Undertaking etc. all to satisfy the eligibility criteria laid above.

- l) The Vendor should not outsource the contract to sub-contractor.
- m) Solvency Of the OEM or AD not less than 5.0 Crore.

3.3 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B: BIDDING DOCUMENTS

3.4 Documents constituting the Bid

- a) The Bidding Documents include:
 - (i) PART 1 – Invitation to Bid (ITB)
 - (ii) PART 2 – Disclaimer
 - (iii) PART 3 – Instruction for Bidders (IFB)
 - (iv) PART 4 – Terms and Conditions of Contract (TCC)
 - (v) PART 5 – Bid Forms, Price Schedules and other forms (BF)
- b) The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required in the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.5 Clarification / Amendment of Bidding Document

- a) Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates on or before 15:00 hrs. on 10.06.2019 indicated therein.
- b) All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.
- c) At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment / corrigendum. The Bank may modify any part of this document as and when required or warranted. Such change(s) if any may be in the form of an addendum / corrigendum and will be uploaded in Bank's website <http://www.purvanchalbank.com> All such change(s) will automatically become part of this RFP and will be binding on all applicants / bidders. Interested applicants / bidders are advised to regularly refer the Bank's website / URL referred above for any updates.
- d) In order to enable bidder's reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

C: PREPARATION OF BIDS

3.6 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

3.7 Documents Comprising the Bid

- a) Documents comprising the **Technical Proposal Envelope**, should contain following:
- Technical specifications Compliance Annexure 5.1.1
 - specifications – Annexure-5.1.2
 - Undertaking of Authenticity - Annexure-5.1.3
 - Bid Form as per Annexure-5.2.1
 - Masked Price Bid listing all the components as per Price Breakup Schedule (Annexure-5.2.3) without indicating any prices.
 - SLA T&C – Annexure-5.3
 - MAF – Annexure-5.5
 - Compliance certificate for eligibility criteria Annexure 5.8
 - Bidder's organization profile Annexure-5.9
 - Details of support service Centers of the Bidder Annexure-5.11
 - Completed in accordance with the clauses in the BID and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (In case of a company, Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached).
- b) While submitting the Technical Bid, literature on the equipment if any, should be segregated and kept together in one section / lot. The other papers like EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature.
- c) **Any Technical Proposal not containing the above will be rejected.**
- d) The Technical Proposal should **NOT** contain any price information. Such proposal, if received, will be rejected.
- e) The **Indicative Price Proposal Envelope**, should contain a single sheet as per Annexure-5.2.2 on the Bidder's letter head wherein the **“All Inclusive Indicative Price”** inclusive of all Central / State Government levies, excise duty, custom duty, etc., as also cost of incidental services such as transportation, insurance, Octroi, Entry tax, levis, loading and unloading, contingent cost etc. **but exclusive of GST payable at actual.** The Indicative Price must include all the price components mentioned in Annexure-5.2.2. The Indicative price as per bid submission should be realistic and near to the actual cost of the items.

3.8 Bid Form

The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

3.9 Bid Prices

- a) Prices are to be quoted in Indian Rupees only.
- b) Prices quoted should be inclusive of all Central / State Government levies, excise duty, custom duty, etc., as also cost of incidental services such as transportation, insurance, Octroi, Entry tax , levies, loading and unloading, contingent cost etc. **but exclusive of GST payable at actual.**
- c) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.10 Delivery Schedule & Penalty for Delayed Deliveries

- a) Delivery of all equipment should be within 45 days from date of placing of purchase order.
- b) In the event of the equipment not being delivered within a period of 45 days from date of Purchase Order, a penalty of Rs.1,000/- per day per FRFC, subject to maximum amount of ten (10) percent of the total price of per FRFC. The delay in delivery period will be calculated from 46th day of the date of purchase order.
- c) This amount of penalty so calculated shall be deducted at the time of making payment. In case the delay in delivery period is beyond 10 days from the scheduled delivery period, EMD submitted by the Vendor will be forfeited and Bank may blacklist the vendor and debar from the future participation in Bank's RFP.
- d) The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation.
PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.

3.11 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:-

- (a) that, in the case of a Bidder offering to supply equipment under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization letter (Annexure-5.5)
- (b) that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the equipment proposed and maintenance during the warranty period and provide necessary maintenance services.
- (c) Bidder should full fill the eligibility criteria and should submit documentary evidence along with bid as under:-
 - Certificate of incorporation/ commencement of business, registered Partnership deed, in case of proprietary firm document evidencing the existence of proprietorship, whichever is applicable.
 - License if any, to operate,
 - Registered office address proof,
 - Addresses of all the support centers in India
 - Copy of proof showing level of partnership with OEM for last 3 years.
 - Financial statements i.e. Audited Balance Sheet and Profit & Loss account for last three financial years (2016-17,2017-18,2018-19),
 - Copies of purchase orders should be submitted along with bid documents evidencing supply of 60 FRFC in last three financial years.
 - A certificate from the Bank or auditor of the bidder stating that Bidder's Account has not been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31.03.2019 and submitted along with the Bid.
 - The bidder also has to attach an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason.
 - The bidder has to submit bidder's copy of PAN card, and shop and establishment license along with bid.
 - Statutory Registrations in the Name of the OEM (ESIC, GST, Provident Fund)
 - Authorisation letter to participate in the bidding process and to execute contract, sign the documents on behalf of the Company / Firm.
 - Manufacturers / producers Authorisation form as per Annexure 5.5
 - Complete set of RFP and corrigendum issued if any, duly signed by the authorized representative authorized by the company/firm to sign the bid document and make commitment on behalf of the bidder's company should also be submitted along with bid document.
 - The bidder should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the bidder.
 - Documentary evidence about the date of release of the model offered to the Bank.
 - The company profile and latest list of the service centers along with the personnel / service engineer and addresses / telephone numbers of the offices and of major installations should be enclosed along with the Technical bid.

- ISO Certifications ISO 9001 is compulsory and ISO 18000 and ISO 14000 any one of these two.
- Solvency Certificate (Solvency is Min. 5.0 crore)
- BIS certificate i.e. 14561:2014

3.12 Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents

- a) The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid.
- b) Any deviations from specifications should be clearly brought out in the bid.
- c) The Bidder should quote for the entire package on a single responsibility basis for hardware / services it proposes to supply.

3.13 Earnest Money Deposit (EMD)

- a) The Bidder shall furnish, as part of its Bid, an EMD of Rs.3,00,000/- (Rupees Three Lakh only)
- b) The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- c) The EMD shall be denominated in Indian Rupees and shall be in the form of Demand Draft favoring "Purvanchal Bank" payable at Gorakhpur.
- d) Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
- e) The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalization. Without any interest.
- f) The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (PBG) equivalent to 10% of the total value of the equipment towards the warranty support cost, as per format in Annexure-5.4 the PBG will be for the period of one year.
- g) The EMD may be forfeited:
 - if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP;
 - Or
 - if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract;
 - Or
 - in the case of a successful Bidder, if the Bidder fails to sign the Contract;
 - Or
 - to furnish Performance Bank Guarantee
 - Or
 - In the event of failure of delivery of equipment within the prescribed delivery period as per the purchase order.

3.14 Period of Validity of Bids

- a) Bids shall remain valid for a period of 365 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- b) In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.

- c) The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.15 **Format and Signing of Bid**

- a) Each bid shall be in two parts:-
 - o **Part I- Technical Proposal.** (As per clause 3.7.a above)
 - o **Part II- Indicative Price Proposal.** (As per clause 3.7.e above)
 - o The two parts should be in two separate sealed NON-WINDOW envelopes, each super scribed with **“Supply and warranty support for FRFC for Purvanchal Bank”** as well as **“Technical Proposal”** and **“Indicative Price Proposal”** as the case may be.
- b) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- c) Any inter-lineation’s, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

D: SUBMISSION OF BIDS

3.16 **Sealing and Marking of Bids**

- a) The Bidders’ shall seal the NON-WINDOW envelopes containing one copy of “Technical Bid” and one copy of “Indicative Price Bid” separately and the two NON-WINDOW envelopes shall be **enclosed and sealed in an outer NON-WINDOW envelope.**
- b) The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described in Clause 3.15.a above.
- c) The outer envelope shall :
 - o Be addressed to the Bank at the address given in Part-I ; and
 - o Bear the Project Name **“Supply and warranty support for FRFC for Purvanchal Bank”**
- d) All envelopes should indicate the name and address of the Bidder on the cover.
- e) If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid’s misplacement or its premature opening.

3.17 Deadline for Submission of Bids

- a) Bids must be received by the Bank at the address specified, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid.
- b) In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- c) The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

3.18 Late Bids: Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

3.19 Modification and Withdrawal of Bids

- a) The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by e mail, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- c) No Bid may be modified after the deadline for submission of Bids.
- d) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its EMD.

E: Bid Opening and Evaluation

3.20 Opening of Technical Bids by the Bank

The Bidders’ who have submitted the bids beyond the prescribed bid submission time and date will not be opened and shall be rejected for further participation.

3.21 Preliminary Examination

- a) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- c) The Bank’s determination of a Bid’s responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

- d) If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.22 **Technical Evaluation of Bids**

- a) Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- b) The Bank reserves the right to evaluate the bids on technical & functional parameters, etc. as per annexure 5.1.1
- c) Marks will be awarded based on the criteria above. Minimum qualifying marks shall be 80 and should also fulfill the mandatory compliance. The bids bidders securing less than the qualifying marks will not be considered for further evaluation.
- d) The marks received by the bidders in overall technical parameters will be converted into percentile scores which will be called "Technical Score".
- e) During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- f) Bank may consider all the qualifying bidders for the empanelment with the bank for future equipment requirement of the same category and may decide to float closed RFP to all the technically qualified bidder of this RFP for procurement of FRFC in future at the sole discretion of the Bank. Please note that this should not be treated as an offer or contract for the future procurement. No contractual obligation whatsoever shall arise from this process.

3.23 **Evaluation of Price Bids and Finalisation**

- a) Only those Bidders who qualify in pre-qualification and Technical evaluation of all the mandatory features as per Annexure 5.1.1 and are complied with would be shortlisted for commercial evaluation by the Bank.
- b) The commercial bids will be received the prices quoted will be converted into percentile scores (Marking) which will be called "Commercial Score".
- c) Bidder has to quote a single price in bid for all items combined together. After finalisation of bid bidder has to provide breakup of each line item separately.

- d) The estimated volume for the FRFC to be purchased will be approx. 300.
- e) As the weightage for technical parameters and commercial cost are 50% and 50% respectively, the final scores shall be calculated as under:
Technical Scores will be added to the Commercial Score and the TC-1 bidder will be selected after taking into account weightage assigned to technical and commercial bids based on the combined score and being the highest scorer. TC-2 bidder is the bidder whose score are next lower to TC-1 bidder.

EXAMPLE:

Three bidders A, B, & C participated in the tender process

- The marks received by the bidders in technical evaluation are as under :

A – 80, B – 90, C – 100

- After converting them into percentiles (Technical score), we get

A: $(80/100)*100 = 80$

B: $(90/100)*100 = 90$

C: $(100/100)*100 = 100$

- The prices quoted by the bidders are as under:

A: Rs 6000/-

B: Rs 7000/-

C: Rs 8000/-

- After converting them into percentiles (Pricing score), we get

A: $(6000/6000)*100 = 100$

B: $(6000/7000)*100 = 86$

C: $(6000/8000)*100 = 75$

(Rs.6000/- being the lowest quote)

As the weightage for technical parameters and cost are 50% and 50% respectively, the final scores shall be calculated as under:

A: $(80 \times 0.5) + (100 \times 0.5) = 90$

B: $(90 \times 0.5) + (86 \times 0.5) = 88$

C: $(100 \times 0.5) + (75 \times 0.5) = 87.5$

Hence the offer of 'A' (being highest scorer), would be considered the lowest and hence "A" would be the selected vendor.

- Arithmetic errors, if any, in the price breakup format will be rectified as under :
- If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.

- If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
- If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- For factors retained in the Bid, one or more of the following quantification methods will be applied:
 - Delivery Schedule: The equipment covered under this bid are to be installed and commissioned within the period mentioned in Clause 3.10.a. No credit will be given to early deliveries.
 - Quotation of Prices for all Items: The Bidder should quote for the equipment proposed / listed in this Bid. In case, however, the Bank reserves the right to reject all such incomplete bids.

3.24 Contacting the Bank

- a) No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- b) Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.25 Award Criteria

- a) The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily and whose Bid has been determined to be responsive and is evaluated based on the technical and commercial scores and has got highest scores i.e. TC-1 bidder as per calculation cited under the example above.
- b) The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where FRFCs are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.
- c) In case TC-1 does not accept the Bank's offer, Bank reserve right to offer it to TC-2 bidder, The TC-2 bidder has to accept the offer at the price discovered for TC-2 bidder. If the price of TC-2 bidder is more than TC-1 bidder, TC-2 bidder should match the price of TC-1 bidder.

3.26 Bank's right To Accept Any Bid and to reject any or All Bids:-

- The Procurement Committee of Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.27 Notification of Award

- a) Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.
- b) The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 5 days of receipt of the communication.
- c) Upon notification of award to the TC-1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

3.28 Performance Bank Guarantee:

Performance Bank Guarantees to the extent of 10% of the total equipment cost as per the purchase order for warranty support to be submitted by the successful Bidder for a period of 12 months from a Scheduled Commercial Bank within a week of receipt of formal communication from the Bank about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantees.

3.29 Signing of Contract:

The Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

3.30 Miscellaneous

- a) The selected vendor should supply the FRFC in coordination with the Head office of the Bank or with the Offices of the Bank, if decided by the Head office and communicated to the vendor.
- b) The vendor should undertake, during the period of one year from the date of installation of the FRFC, if required by the Bank, the relocation / shifting of the equipment without any cost to the Bank in the same premises.
- c) The vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

Note: Not withstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto

PART – 4. TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1 Definitions: Defined elsewhere in this RFP.

4.2 Use of Contract Documents and Information

- The vendor/ bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.3. Country of Origin / Eligibility of Goods & Services

- All equipment and related services to be supplied under the RFP shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.4. Use of Contract Documents and Information

- The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- The Vendor shall not, without the Bank’s prior written consent, make use of any document or information except for purposes of performing the Contract.
- Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

4.5. **Patent Rights**

- In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.
- Nothing stated herein above shall in any way release the vendor from any warranty or other obligations under this Contract.
- The vendor shall provide complete and legal documentation of equipment. The vendor shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
- The equipment supplied under this RFP should be in strict conformity with the specifications provided in the RFP. If the equipment fail to meet the desire requirement stipulated in this RFP document at any given point of time, Bank reserves right to cancel the contract and invoke the PBG and forfeit it supplied under this contract and not to release any further payment under this contract.
- **The Bank reserves the right to get the supplied material vetted / verified for the technical specifications prescribed, through any organization / vendor / institution before or after installation of the solution The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.**
- Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

4.6 **Delivery & Documentation**

- The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

- Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-
- 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount. The Invoice should also mention the GST number(OEM or AD and Bank) and GST amount separately.
- Delivery Note or acknowledgement of receipt of Products from the Consignee.
- 2 copies of packing list identifying contents of each package.
- Insurance Certificate.
- Manufacturer's / Vendor's warranty certificate.
- The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.
- Delivery of the equipment shall be made by the vendor in accordance with the system approved / ordered.

4.7 Insurance:

- The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period not less than three months from the date of dispatch.
- Should any loss or damage occur, the Vendor shall:
- initiate and pursue claim till settlement and
- Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

4.8 Warranty / Penalty: As per Annexure-5.3

4.9 Payment Terms

- Payment shall be made in Indian Rupees.
- 90% of the Total amount due on delivery of the FRFC including all peripherals (equipment) as mentioned under this RFP. Payment will be released within one month from the receipt of the equipment at the final destination. As already stated, for reasons of delays in delivery not attributable to the Bank the liquidated damages may be levied as stated in addition to the late delivery penalty. No interest will be paid by the Bank for delay in payment if any.
- Balance 10% after 12 months from the date of delivery.
- Payments will not be released for any part-shipment or short-shipments

4.10 **Prices**

- Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- The price discovered should be valid for one year from the date of Bid.

4.11 **Change Orders**

- The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Method of shipment or packing;
 - (b) Place of delivery;
 - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities
- If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of Vendor's receipt of Bank's change order.

4.12 **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.13 **Assignment:** The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

4.14 **Delays in the Vendor's Performance**

- Delivery installation, commissioning of the equipment on and performance of Services shall be made by the Vendor within the timelines prescribed.
- If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

- Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.15 Liquidated Damages: If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in clause 4.14. above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.0 percent per week or part thereof of contract price subject to maximum deduction of 5 % of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance or for any loss is suffered by the Bank due to Acts attributable to the Service Provider. Once the maximum deduction is reached, the Bank may consider termination of the Contract. The liquidity damages will be over and above the delayed delivery penalty.

4.16 Fraud & Corrupt Practices:

- The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the Bidding Process.
- Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 3 (three) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices, as the case may be.
- For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise

ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.17 Termination for Default

- The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
- If the Vendor fails to deliver any or all of the equipment’s within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
Or
- If the Vendor fails to perform any other obligation(s) under the Contract.
Or
- At any point of time it is observed that undertaking given by the bidder do not meet our condition, this will be treated as breach of terms and conditions of the RFP
- In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

4.18 Force Majeure

- Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the 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 Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.19 Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

4.20 Termination for Convenience: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

4.21 Resolution of Disputes:

- The Bank and the Vendor 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, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
- The dispute resolution mechanism to be applied shall be as follows:
 - (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third

Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.

- (b) Arbitration proceedings shall be held at Purvanchal Bank, Head Office, Taramandal, Gorakhpur, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

4.22 Governing Language: The governing language shall be English.

4.23 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at **Gorakhpur.**

4.24 Addresses for Notices

- The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

General Manager (Administration & IT),
Purvanchal Bank,
Buddha Vihar Commercial Scheme,
Taramandal , Gorakhpur -273016

Vendor's address for notice purposes

<To be filled in by the Vendor>

- A notice shall be effective when delivered or on effective date of the notice whichever is later.

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4.25 Taxes and Duties

- The Vendor will be entirely responsible for all applicable taxes like Central / State Government levies, excise duty, custom duty, levies, octroi ,loading, unloading, contingent cost license fees, **road permits**, etc. in connection with delivery of products at site including incidental services and commissioning **but exclusive of GST payable at actual .**

- Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

4.26 Vendor's obligations

- The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.27 Patent Rights/Intellectual Property Rights : In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

4.28 Right to use defective product: If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

4.29 Limitation of Liability: For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, vendor shall be liable for damages to the Bank arising under or in connection with this agreement. Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

The limitations set forth herein shall not apply with respect to:

- claims that are the subject of indemnification pursuant to IPR infringement,
- damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
- damage(s) occasioned by vendor / OEM for breach of Confidentiality Obligations,
- When a dispute is settled by the Court of Law in India.
- Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

**PART 5: BID FORM, PRICE SCHEDULES
AND OTHER FORMATS**

INDEX

ANNEXURE NUMBERS

- 5.1 Requirement Specifications
 - 5.1.1 Technical Specifications
 - 5.1.2 Specification
 - 5.1.3 Undertaking of Authenticity
- 5.2 Bid Forms
 - 5.2.1 Bid Form (Technical)
 - 5.2.2 Indicative Price Bid Form
 - 5.2.3 Price Breakup after award of BID
- 5.3 SLA Terms & Conditions for Hardware
- 5.4 Performance Bank Guarantee Format
- 5.5 Manufacturer's/Producers Authorisation Form
- 5.6 Certificate of Successful Commissioning
- 5.7 Tentative List of Delivery Locations
- 5.8 Compliance certificate for Eligibility Criteria
- 5.9 Bidder's organization profile.
- 5.10 Contact Information
- 5.11 Details of support service Centers of the Bidder

ANNEXURE – 5.1.1
TECHNICAL PARAMETERS (Parameter must meet the guidelines of BIS and IS)

(To be typed on applicant's printed letter head)

Sr. No.	Criteria	Tick Appropriate	Marks	Supporting document
A1	Registration under Companies Act.	<input type="checkbox"/>	10	Copies of Registrations
	a) More than 10 years	<input type="checkbox"/>	06	
	b) 7 to 10 Years c) Less than 7 Years	<input type="checkbox"/>	Nil	
A2	Statutory Registrations (Mandatory) in the Name of the OEM (ESIC, GST, Provident Fund)	<input type="checkbox"/>	10	Copies of Registrations
	a) All three	<input type="checkbox"/>	06	
	b) Any two c)None	<input type="checkbox"/>	Nil	
A3	Number of OEM certified engineers on permanent pay roll of the bidder in India.	<input type="checkbox"/>	10	Detail with name and contact no. as on Tender date.
	a) Over 50	<input type="checkbox"/>	06	
	b) 20 to 50 c) between 2-20	<input type="checkbox"/>	Nil	
A4	Profitability	<input type="checkbox"/>	5	P&L A/c and CA Certificate.
	a) Company shown profits during the last three FY b) Not having profit for last 3 years	<input type="checkbox"/>	Disqualify	
A5	ISO Certifications.	<input type="checkbox"/>	10	Relevant Certifications
	(i) Latest ISO 9001 (Quality Management System) is Mandatory.	<input type="checkbox"/>	06	
	(ii) ISO 18000 (OHSAS) (iii) ISO 14000 (Environment)	<input type="checkbox"/>	Nil	
	A) All three Certifications B) ISO 9001 and one more out of ii and iii C) None of the above	<input type="checkbox"/>		
A6	Possession of BIS License prior to the RFP for FRFC	<input type="checkbox"/>	10	Valid proof of production
	a) 10 years prior	<input type="checkbox"/>	06	
	b) 5 to 9 years c) Less than 5 years	<input type="checkbox"/>	Nil	
A7	Consent for random Checking and testing of product at the discretion and terms of the customer, through current BIS test house at OEMs cost	<input type="checkbox"/>	5	Undertaking
	a) Yes b) No	<input type="checkbox"/>	Disqualify	

A8	Blacklisted or placed in caution list a) Never before. b) Not during the last 10 years	<input type="checkbox"/> <input type="checkbox"/>	5 Disqualify	Undertaking <u>As per Clause 3.2 point No.i</u>
A9	The storage capacity shall be outside dimension 1600(h) x550(w) x800(d) and inner dimension minimum in mm as 1400(h) x 500(w) x 720(d) and four adjustable shelves. a) As per requirement(2% tolerance are allow) b) Lower Specification (As per BIS) c) If not available as per a and b	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10 6 Disqualify	Valid report of BIS authorized laboratory
A10	The external shell of the cabinet shall be of steel of minimum 2 mm thick and internal shell of steel of 1.6 mm thick a) As per requirement b) Lower Specification (Minimum should be as per BIS and IS) c) If not available as per a and b	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10 6 Disqualify	Valid report of BIS authorized laboratory
A13	a)The FRFC must have latest BIS Licence as per IS 14561:2014 for at least 60 minutes Fire resistance Capacity and impact resistance with four drawer b)Not available	<input type="checkbox"/> <input type="checkbox"/>	5 Disqualify	Valid report of BIS authorized laboratory
A15	Anti-Corrosion treatment in which finishing layer shall be of best quality polyurethane paint with minimum 2 coats and shall have minimum 600 Hrs. of salt spray resistance. a) As per requirement b) As per BIS specification.	<input type="checkbox"/> <input type="checkbox"/>	10 6	Valid report of BIS authorized laboratory

ANNEXURE – 5.1.2
Specification

Approximate Quantity: 300

Fire Resistant Filing Cabinet:-

S N	Particulars of Equipment required	Details of equipment to be supplied	Compliance (Y / N)
1	The storage capacity shall be minimum 280 liters with outside dimension 1600(h) x550(w) x800(d) and inner dimension minimum in mm as 1400(h) x 500(w) x 720(d) and four adjustable shelves. (2% tolerance are allow)		
2	The external shell of the cabinet shall be of steel of minimum 2 mm thick and internal shell of steel of 1.6 mm thick .		
3	Anti-Corrosion treatment in which finishing layer shall be of best quality polyurethane paint with minimum 2 coats and shall have minimum 600 Hrs. of salt spray resistance.		

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this day of 201

(Signature) (Name) (In the capacity of)
Duly authorised to sign Bid for and on behalf of

ANNEXURE – 5.1.3

Undertaking of Authenticity

To:
General Manager (Admin & IT),
Purvanchal Bank,
Buddha Vihar Commercial Scheme,
Taramandal,
Gorakhpur-273016

Sub: Undertaking of Authenticity for Fire Resistant Filing Cabinet Supplies

Ref:-PB/DS/2019-20/01 DATED: - 28/05/2019

This has reference to FRFC (Fire Resistant Filing Cabinet) being supplied / quoted to you vide our invoice no/quotation no / order no.....
Dated.....

We hereby undertake that all the components used in the FRFC (Fire Resistant Filing Cabinet) shall be original new components / parts and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.

In case we are found not complying with above at the time of delivery for the Fire Resistant Record Cabinet already billed, we agree to take back the materials, if already supplied and return the money if any paid to us by you in this regard.

(Authorized Signatory)

Name:

Designation:

Seal of Company

**ANNEXURE – 5.2.1
BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)**

Date:

To:
General Manager (Admin & IT),
Purvanchal Bank,
Buddha Vihar Commercial Scheme,
Taramandal,
Gorakhpur-273016

Dear Sir,

Ref:-PB/DS/2019-20/01 DATED: - 28/05/2019

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply , install, commission and provide warrant support for the FRFCs detailed in Annexure-5.1.1 and 5.1.2, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online reverse auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- The rate quoted in the indicative price bids for the equipment are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

**ANNEXURE – 5.2.2
INDICATIVE PRICE PROPOSAL
(To be included in Indicative Price Proposal Envelope)**

To:
General Manager (Admin & IT),
Purvanchal Bank,
Buddha Vihar Commercial Scheme,
Taramandal,
Gorakhpur-273016

Dear Sir,

Ref:-PB/DS/2019-20/01 DATED: - 28/05/2019

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs._____ (Rupees _____) (*Total Proposal amount in words and figures*) for supply, installation, & commissioning of the equipment's at the sites without any extra cost to the Bank in conformity with the said bidding documents

Sr. No	Line item	Quantity	Basic Price per Unit inclusive of all things except GST (A) in INR	Taxes in INR (B) per Unit	Total (A)+ (B) in INR per Unit	Total price for 250 Units in INR (TAX+BA SIC)
1	Fire Resistant Record Cabinet	300				

Dated this day of 201

Price detail:-

Basic price ----- Per unit
 Tax ----- Per unit (@-----%)
 Tax ----- Per unit (@-----%)
 Tax ----- Per unit (@-----%)
 GST ----- Per unit (@-----%)

(Signature) (Name) (In the capacity of)
 Duly authorised to sign Bid for and on behalf of

ANNEXURE – 5.2.3
Price Breakup Schedule
(To be submitted after Award of BID)
Total Equipment Cost with 1 year Warranty

Sr. No	Line item	Quantity	Basic Price per Unit inclusive of all things except GST (A) in INR	Taxes in INR (B) per Unit	Total (A)+ (B) in INR per Unit	Total price for 250 Units in INR (TAX+BASIC)
1	Fire Resistant Filing Cabinet	300				

Note: - The specifications are given in annexure the quantities can be increased or decreased at the discretion of the Bank.

Dated this day of 201

Price detail:-

Basic price ----- Per unit
 Tax ----- Per unit (@-----%)
 Tax ----- Per unit (@-----%)
 Tax ----- Per unit (@-----%)
 GST ----- Per unit (@-----%)

(Signature) (Name) (In the capacity of)
 Duly authorised to sign Bid for and on behalf of

ANNEXURE -5.3
SLA Terms & Conditions
For FRFC and warranty Services

- The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
- Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of installation.
- Warranty for the FRFC will be provided to the Bank as per the general conditions of sale of such hardware.
- The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware against defects arising out of faulty design, materials and media workmanship etc. for a period of 12 months from the date of delivery of the hardware.
- Warranty support and maintenance service:
Vendor should ensure that the OEM's support Warranty & Services should be for one years and should have direct access to OEM's helpdesk & technical assistance center (TAC). It is Vendor's responsibility to bring OEM branded support & signed back to back contract with OEM for the duration of contract signed by Vendor with bank.
- During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
 - Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware supplied by the vendor will provide these services.
 - The vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during on all days. In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.
- The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax / e-mail is made or letter is written) shall not exceed 4 (four) hours for the local branches/offices located within the radius of 25 km of district headquarters and within 24 hours(Maximun) for the rest of branches.

- The VENDER is required to resolve the call/complain within 48 hours of logging the same in any case i.e. either repair or replacement of faulty parts.
- Any penalty due during the Warranty period will be adjusted against any future payment or from 10% performance guarantee submitted by the vendor.
- Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
- Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
- He VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
- However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. The Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
- On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify / pay / reimburse the loss suffered by the BANK.
- The Bank would have the right to:
- Shift supplied systems to an alternative site of its choice.
- The VENDOR / Bank will treat as confidential all data and information about the VENDOR / Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- Bank would have the right to get tested any/all of supplied product(FRFC) by the BIS or any other authenticate agency on the cost of vender. In case , FRFC supplied not found as per specification i.e. IS 14561:2014 . Venders should be liable to liquidity damages.

ANNEXURE – 5.4
PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 201 by (Name of the Bank)..... having its Registered Office atand its Branch at(hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** Purvanchal Bank, a Statutory Corporation constituted under the RRB act 1976 and amendment time to time, Head Office Taramandal, Gorakhpur

WHEREAS

The Purvanchal Bank, having its Head Office at Taramandal, Gorakhpur 273016 (hereinafter called the ‘Bank’) has invited quotations for supply of hardware.

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupeesonly) as a Bid Security Performance Bank Guarantee.
2. M/s. _____, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the ‘Bank’ in respect of the said sum of Rs...../- (Rupeesonly)

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

- We _____ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the Purvanchal Bank, their Successors, Assigns that in the event of the Purvanchal Bank coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the ‘Bank’ or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the Purvanchal Bank, pay without demur to the Purvanchal Bank, a sum of Rs...../- (Rupeesonly) or any lower amount that may be demanded by the Purvanchal Bank. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupeesonly)
- We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupeesonly) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Purvanchal Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the Purvanchal Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Purvanchal Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Purvanchal Bank under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the Purvanchal Bank and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the Purvanchal Bank.

We hereby further agree that-

- (a) Any forbearance or omission on the part of the Purvanchal Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Purvanchal Bank to the vendor or any other matters in connection there with shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupeesonly)
- (b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupeesonly)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This guarantee shall remain in force up to ----- (12 months from the date of contract) provided that if so desired by the Purvanchal Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till ----- (12 months from the date of contract) unless these presents are renewed as provided hereinabove on the ----- (12 months from the date of contract) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Purvanchal Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the Purvanchal Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- (f) The liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by –
 - (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
 - (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
 - (iii) Any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or

(iv) Any change in the constitution/structure or management of the Bank

Or

(v) Any dispute between the Bidder and the Bank.

(g) This guarantee shall be governed by Indian Laws and the Courts at Gorakhpur, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein:

- Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupeesonly)
- This Bank Guarantee shall be valid up to.....
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Yours faithfully,

For and on behalf of Bank.

Authorised official

ANNEXURE- 5.5

MANUFACTURERS / PRODUCERS' AUTHORIZATION FORM

No.

Date:

To:

General Manager (Admin & IT),
Purvanchal Bank,
Buddha Vihar Commercial Scheme,
Taramandal
Gorakhpur-237016

Dear Sir:

We who are established and reputable manufacturers / producers of _____ having factories / development facilities at (*address of factory / facility*) do hereby authorize M/s _____ (*Name and address of Authorised Dealer*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full guarantee and warranty for the FRFCs and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the FRFCs manufactured or distributed by the Vendor:

- (a) Such equipment as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) In the event of termination of production of such FRFCs
 - (i) Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, and specifications of the FRFCs, if requested.

4. We duly authorize the said firm to act on our behalf in fulfilling all installations, commissioning Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

ANNEXURE – 5.6

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK
AFTER SUCCESSFUL ACCEPTANCE OF THE FRFC**

Date:

M/s.

Sub: Certificate of commissioning of FRFCs

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

- a) Bid No. _____ dated _____
- b) Description of the Solution _____
- c) Quantity _____
- d) Date of commissioning _____
- e) Date of acceptance test _____

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

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
--------------	--------------------	-------------------------------

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Vendor has fulfilled his contractual obligations satisfactorily*

Or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)

5. The amount of recovery on account of non-supply of FRFCs is given under Para No. 2.

6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the FRFCs / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the FRFCs.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

ANNEXURE – 5.7

TENTATIVE LIST OF LOCATIONS

Sr. No.	Branches / Offices of Following District (U.P.)
1	Gorakhpur
2	Basti
3	Sant Kabir Nagar
4	Ballia
5	Kushinagar
6	Siddharthanagar
7	Maharajganj
8	Etawah
9	Deoria
10	Aurraiya
11	Mau

Note: - The branch address will be given at the time of purchase order

ANNEXURE- 5.8
COMPLIANCE CERTIFICATE FOR ELIGIBILITY CRITERIA
FRFC as per technical specifications:

Sr. No.	Criteria	Compliance (Yes/No)	Document to be submitted/ Remarks
1	The bidder should be registered in India with ISO 9001 Certification valid till date of submission of bid. Bidder should have partnership with OEM for at least last 3 years		Copy of ISO 9001 certificate and Partnership certificate evidencing minimum 3 years of partnership with the OEM As on date to be submitted with bid
2	The Bidder should be in a business of supply, installation, configuration and maintenance and should be a current legal entity in India.		Certificate of Incorporation and documentary evidence showing bidders is in business of FRFC for last 03 years.
3	The Bidder should have achieved yearly sales turnover of not less than Rs.5 crores as per audited balance sheets of last three consecutive financial years i.e. 2016-17, 2017-2018 and 2018-19		Financial statements for Relevant year
4	The Bidder must have registered net profits during last three consecutive financial years as per audited balance sheets and P& L accounts.		Financial statements for Relevant year
5	The Bidder's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31.03.2019.		Certificate from Bank where company's/ firm's account is maintained / Auditor of the Company/ firm audited the Balance sheet of the Company/ Firm.
6	The bidder also has to attach an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason at any one instance or more during last 10 financial years.		Undertaking by Bidder.
7	The Bidder should have permanent office in major city in India		Submit address proof.
8	The bidder should have their own support Centre in India for providing 24 x 7 telephonic technical support and assistance services for immediate response and faster call resolution. Bidder has to provide details of the same with bid submission		Documentary evidence of support Centre and resolution mechanism to be submitted.
9	The bidder should be in business of supply, installation, configuration and maintenance support of FRFC should have successfully supplied an aggregate of at least 60 FRFC of similar or equivalent / higher technical specifications of any OEM in the last 3 financial years.		Copies of purchase order should be submitted along with bid document to verify the quantity of FRFC supplied.
10	The bidder should propose the model of an OEM which is available in the market for a minimum period of one year and should be		Supporting document from OEM regarding date of release of the model and reference from the

	installed and working in any organization. The model should not be older than four years old as on 31.12.2019. Supporting document should be submitted along with the bid. The OEM should also give an undertaking that the proposed model will be supported till year 2026		organization where the model is working. Also an undertaking from the OEM regarding support till year 2029.
11	The bidder has to submit copy of PAN card, GSTN registration, and shop and establishment license along with bid.		Documentary Support
12	The bidder should not outsource the contract to the sub-contractor. The bidder should deploy and manage the project with its resources.		An undertaking from the bidder.
13	EMD of 3 Lakh With DD Number		DD number
14	Latest BIS licence i.e. 14561:2014		Documentary support
15	The fire resisting (insulating) record cabinets must also be marked with the Standard Mark (BIS LOGO).		Sample image
16	Registered office address proof		Latest ITR return
17	Copy of proof showing level of partnership with OEM for last 3 years.		Documentary support
18	Authorization letter to participate in the bidding process and to execute contract, sign the documents on behalf of the Company / Firm.		Authorization letter with attested signature duly signed by GM ranking person.
19	Complete set of RFP and corrigendum issued if any, duly signed by the authorized representative authorised by the company / firm to sign the bid document and make commitment on behalf of the bidder's company should also be submitted along with bid document.		Whole RFP and corrigendum
20	Date of release of the model offered to the Bank.		Documentary evidence
21	The company profile and latest list of the service centers along with the personnel / service engineer and addresses / telephone numbers of the offices and of major installations should be enclosed along with the Technical bid.		Annexure 5.10 and 5.12
22	Solvency		Min 5 Crore

We confirm that we comply with the eligibility criteria mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this day of 201

 (Signature) (Name) (In the capacity of)
 Duly authorised to sign Bid for and on behalf of

ANNEXURE-5.9

BIDDER'S ORGANIZATION PROFILE

Details of the Bidder:

- Name
- Date of Incorporation and / or Certificate of incorporation/ commencement of business, registered Partnership deed, in case of proprietary firm document evidencing the existence of proprietorship
- Brief description of the Bidder including details of its main line of business
- Company / firms website URL
- Particulars of the Authorized Signatory of the Bidder
 - Name
 - Designation
 - Address
 - Phone Number (Landline)
 - Mobile Number
 - Fax Number
 - Email Address

Dated this day of..... 201 at.....

For and on behalf of.....

Authorized Signatory.....

Designation.....

Annexure 5.10

CONTACT INFORMATION

PURVANCHAL BANK	
HEAD OFFICE BUDDHA VIHAR COMMERCIAL SCHEME TARAMANDAL GORAKHPUR(U.P.)-273016	
MR. VIBHASH KUNWAR SRIVASTAVA GENERAL MANAGER(ADMIN & IT)	MR. Ashish Dwivedi Assistant Manager (Estate/Stationery) MOB:-7571810421 Email:-estate@purvanchalbank.co.in MR. Sajendra Singh Manager (Estate/Stationery) MOB:- 7571811273 Email:-estate@purvanchalbank.co.in MR. Faizan Ahmad Chief Manager (Accounts) Email:-accounts@purvanchalbank.co.in

Annexure 5.11

Details of support service Centers of the Bidder

Sr No.	Centre	Address of the Bidders office	Contact Phone No	Name of the support staff	Designation