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ಕೆನರಾ ಬ್ಯಾಂಕ್ ಪ್ರವರ್ತಿತ ಸರ್ಕಾರಿ ಸ್ವಾಮಿತ್ವದ ಶೆಡ್ಯೂಲ್ಡ್ ಬ್ಯಾಂಕ್
Karnataka Vikas Grameena Bank
Scheduled Bank Owned by Government - Sponsored by Canara Bank
HEAD OFFICE : DHARWAD

INFORMATION TECHNOLOGY DIVISION

SUB: RFP for Supply, Installation, commissioning and maintenance of 3KVA UPS with or without batteries to our Branches/Administrative Office with 5 years warranty period under buy back of existing 2KVA,3KVA,5KVA and 10KVA UPS with or without batteries.

Tender Document Details:

Tender Reference Number and Date	RFP : 06/2022-23 dated 20/09/2022
Last date for seeking Clarifications	29/09/2022 upto 16:00hours
Date for submitting the Bid documents	10/10/2022 upto16:00hours
Date of opening of Bids	10/10/2022 at 16.30hours
Earnest Money Deposit/Bid Security	₹2.50 Lakh valid for 6 months from the last date of submission of Bids in the form of Bank Guarantee
RFP Cost	Non-refundable ₹11,800/- in the form of DD.

Please note:

The above mentioned dates are tentative dates and the Bidder acknowledges that he cannot hold Bank responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids. Bank reserves the right to extend the above dates and time and such changes will be put up on the Bank's website. No individual communication or paper notification is envisaged in for all such changes.

This RFP document is available at our Bank's website, www.kvgbank.com and can be downloaded from the website. Clarifications, Modifications and date of Extensions, if any, will also be posted on the same website

Issued by:

General Manager
Information Technology Division
Karnataka Vikas Grameena Bank,
Head Office , Belgaum Road,
Dharwad- 580008
State: Karnataka

Contact Numbers:

Tel: 0836-2442204

Email- ID- dit@kvgbank.com, kvgbdit@kvgbank.com

Check list to Bidders:

Bidders should submit the following documents as part of the Technical Bid and mention Page Number of each document:

Particulars	Page No.
Cost of Bid	
Pre-qualification Criteria (Point No. 1 to 13)	
Point. No.1	
Point. No.2	
Point. No.3	
Point. No.4	
Point. No.5	
Point. No.6	
Point. No.7	
Point. No.8	
Point. No.9	
Point. No.10	
Point. No.11	
Point. No.12	
Point No.13	
Annexure A (Other Important Terms and Conditions)	
Annexure B (Bid Form)	
Annexure C (Price schedule and Annual Maintenance after warranty period)	
Annexure D (Bid Security Form)	
Annexure E (Manufacturer's Authorization Form)	
Annexure F (Letter of Authorization to Bid)	
Power of Attorney / Board Resolution – for the person who signed Annexure F	
Annexure G (Service Support Form)	
Annexure H (Purchase Preference)	
Annexure PP-A (undertaking for applicability of purchase preference policy)	
Annexure PP-B (Self-declaration of MSEs and STARTUPs)	
Annexure PP-C (undertaking by bidder towards mandatory minimum LC (in case bidder seeking benefit of PP-LC))	
Annexure PP-D (certificate by statutory auditor of bidder towards mandatory minimum LC (in case bidder seeking benefit of PP-LC))	
Annexure I (Technical Specifications)	
Brochure, if any	
Annexure J (Turnover, P&L, Experience)	
Financial Reports	
Annexure K (Format for seeking clarifications by Bidders)	

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Annexure L (Performance BG)	Successful bidder after receiving Purchase Contract
Annexure N (Conformity Letter)	
Annexure O (Escalation Matrix)	
Annexure P (Terms & Conditions Compliance table)	
Annexure Q (Non-Disclosure Agreement) (On ₹200/- Stamp Paper)	Successful bidder after receiving Purchase Contract
Annexure R (1) - (Certificate regarding Tender for Supply, Installation, Commissioning and Maintenance of 'UPS units along with or without Batteries' for our Branches)	
Annexure R (2)- (Certificate regarding Tender for Supply, Installation, Commissioning and Maintenance of 'UPS units along with or without Batteries' for our Branches)	

To
ALL ELIGIBLE BIDDERS

Dear Sir,

SUB: Supply, Installation, Commissioning and maintenance of 3KVA UPS with or without batteries with a warranty period of (5) five years for our Branches and Offices under buy back arrangement of existing 2KVA,3KVA,5KVA,10KVA UPS with or without batteries.

The Bank is a Regional Rural Bank having network of 629 Branches, 10 Regional Offices in 9 districts i.e Vijayapur, Bagalkote, Belagavi, Dharwad, Gadag, Haveri, Uttar Kannada,Udupi and Dakshina Kannada of Karnataka and Head Office in Dharwad, Karnataka State. Bank needs UPS along with or without batteries for its Branches and Offices.

We request you to submit your best quotes for the supply and installation of 3KVA UPS with or without batteries as per the details furnished in this document, for use in Branches and Offices of Karnataka Vikas Grameena Bank. The terms and conditions, format for technical, commercial bid for supply of 'UPS units along with or without batteries' is enclosed.

BRIEF DESCRIPTION OF THE REQUIREMENTS:

SI.No	Description	Qty
1	3KVA UPS along with or without 8 numbers of Tubular batteries of 120 AH capacity	70

Bank reserve the right to procure only UPS or UPS with batteries from L1 vendor. The bidder should supply the above mentioned UPS with or without batteries under buy back arrangement of existing 2KVA, 3KVA, 5KVA and 10KVA UPS and Batteries.

Note:

- The above mentioned quantity may increase/decrease depending upon the Bank's discretion.
- The Bidder has to replace all the defective spares during warranty period. All parts should be covered under warranty except the plastic parts & consumables.
- All materials to be supplied should be original and Brand New.
- The mandatory condition for accepting the bids shall be the post installation services and the network of service locations/Engineers in operational area of the Bank preferably at below mentioned 10 Regional Offices of our bank.

BAGALKOTE	BELAGAVI	VIJAYAPUR	CHIKKODI	DHARWAD	GADAG
HAVERI	KUMTA	MANGALORE	GOKAK		

- The vendor shall provide 60 months free maintenance service for UPS and 60 months free maintenance service for Batteries from the date of installation and such service shall include repair and replacement of all kits or parts and spares as and when required. The vendor shall

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provide required support services by way of actual maintenance by their engineers and/or arrange for supply of kits or parts and spare parts on terms to be mutually agreed upon.

- f. It is required that product brochures for UPS and Batteries offered shall be submitted along with the bid. It is also required that only relevant literature pertaining to the offer shall be submitted which matches the specification.
- g. Vendor should provide Schematic of the UPS that is quoted with all breakers and indicators.
- h. Vendor should submit a Test Certificate from an Approved Agency specified by us conforming to the specifications that offered by you for the UPS as mentioned in the terms and conditions.
- i. The technical and commercial bids will be opened by the committee constituted by the Bank for this purpose. The committee's decision to reject/accept bids will be final.
- j. Only standard components to be used in the UPS units and are as per Technical Specifications as mentioned in **Annexure-I** of this RFP.
- k. All papers of Technical Bid must be stamped and signed by the personnel authorized to submit the Bid.
- l. Bid documents are to be numbered serially like Page 1 of 100, Page 2 of 100 etc
- m. All documents meant for submissions should be properly filed in a box file to facilitate easy handling (Spiral binding must be avoided).
- n. All Bid documents shall be signed with ball pen or digitally signed with digital signature certificate.
- o. Documents received with the image of the signature and seal will not be considered for evaluation

Pre-Qualification Criteria:

Sl. No.	Details	Supporting Documents to be submitted
1.	Bidder should be a registered company or firm and should be manufacturing or supplying of UPS along with Batteries during last 5 years in India	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company)
2.	The Bidder company or firm should have earned Net profit in at least two out of three preceding Financial Years and Operating profit in the other Financial Year as per the audited Financial Statements and should have a positive Net Worth. (F.Y 2019-20 and 2020-21,2021-22)	Audited Financial Statements, B/S & P&L of the last 3 consecutive financial years. If 2020-21 financial results are not audited, a certificate from the Company's Auditor is to be submitted.
3.	The Bidder company or firm should have an average Turnover of ₹7.5 Crores or above during the immediate last 3 Financial Years. (F.Y 2019-20 and 2020-21,2021-22)	Audited Financial Statements or audited report from chartered accountant. If 2020-21 financial results are not audited, a certificate from the Company's Auditor is to be submitted.

4	<p>The bidder should have supplied and supported at least 100 'UPS units' to Banks/ Financial Institution /PSUs/Central or State Governments during last three years (F.Y 2019-20 and 2020-21,2021-22)</p>	<p>Xerox copies of purchase orders or certificates from Bank/FI/PSUs where hardware has been delivered. Alternate to submitting Xerox copies of POs, Bidders can submit Certificate from Banks/FI/PSUs that the vendor has supplied required quantity of 'UPS units' to them with year-wise/PO-wise details.</p> <p>In case of multiple POs of same organization, bidder has to submit letter from organization and clearly mention the year and quantity.</p> <p>Bidder who is submitting the bid proposals, shall submit POs issued on their Company only.</p>
5.	<p>Bidder/OEM Should have ISO 9001, 14001,18001, 27001</p>	<p>Xerox copy of latest Certificate issued</p>
6	<p>a. The Bidders/OEM should have the facility to conduct Pre-Delivery Inspection for 'UPS Units'</p> <p>b. The testing facility for conducting PDI of the vendor for 'UPS Units' should have the capacity to test atleast 70 UPS Units' in one lot, to enable the bidder to supply entire lot within the stipulated time frame. If facility at OEM is proposed to be used, it is responsibility of vendor to coordinate the process of PDI."</p>	<p>Confirmation from the bidder along with testing software details etc.</p> <p>Confirmation letter from the bidder and details of plant capacity for testing 70 no of UPS Units' in one lot.</p>
7	<p>The Bidder should have the facility of maintaining the database of UPS units' to be supplied to Bank and provide the service support on receipt of complaint from any branches/offices of Bank without insisting for invoice/other details.</p>	<p>Declaration by the bidder that such a system of maintaining databases will be implemented. Also an undertaking stating that assuming support at all our Regional office locations & other locations listed. (Vendor should maintain database of 'UPS Units' supplied to the bank and should provide hassle free support service on receipt of complaint from branches/offices without insisting for invoice number</p>

		etc. (their data base should be such that they should be able to provide service if machine serial number is given throughout the contract period.)
8	The Bidder should have at least 10 support offices/Support centres in Bank's Regional Office locations and for other locations vendor should have Service support centres / Franchisee within 100 Kms from our Regional Offices	Proof of the same is to be enclosed. Service centre details are to be submitted with address and contact details as Annexure G .
9	The Bidder should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings during the last three years	The Bidder shall give an undertaking duly signed by the authorized signatory that they have not been Black listed by any of the Govt. Authority, PSUs, and PSBs as on date of Submission of the Tender, otherwise their Bid will not be considered. It should be a notarized undertaking.
10	Bidder company or firm should not be owned or controlled by any Director or employee (or relatives) of Karnataka Vikas Grameena Bank.	Self-declaration letter
11	The Bidder must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the vendor.	Letter of confirmation (self-certified letter)
12	The bidder/OEM should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum- F. No. 6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled	i. A declaration in letter head of the firm/company stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered ".

	through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above	Has to be submitted. ii. Bidder and OEM both have to submit an undertaking as per the format attached in Annexure-R (1), R (2) .
13	Purchase Preference as mentioned in Annexure H – (Make in India)	The following annexures need to be submitted as applicable Annexure PP-A Annexure PP-B Annexure PP-C Annexure PP-D

The Bidder should submit proof in support of all Pre-Qualification Criteria while submitting the bid proposals. Failing which, the Bid proposal will be treated as technically non-responsive.

Disclaimer:

This RFP is not an offer by Karnataka Vikas Grameena Bank, but an invitation to receive response from vendors. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised officers of Karnataka Vikas Grameena Bank with the vendors.

Authorization to Bid :

The proposal/Bid being submitted would be binding on the Vendor. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the organization having authority to do so. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Necessary resolutions/authority/ Power of Attorney available shall be enclosed. In case the principal vendors authorise their business partners or authorised distributors to bid on their behalf, a separate authorisation letter as per format enclosed, with a commitment to fulfil the terms of the RFP should be submitted. It is mandatory that such of those business partners/authorised distributors should have service support centres on all India basis.

Following instructions may please be taken note of in this connection.

Bid Offer shall be submitted for UPS and Batteries for the full schedule of requirements. Price bids are to be submitted separately as detailed in item No. 4 to 7 below.

1) BID SECURITY:

- A)** The Bidder shall furnish, as part of its Bid, a Bid security for an amount of **Rs 2,50,000/- (Rupees Two Lakhs fifty thousand only)** in the form of a Bank Guarantee issued by a reputed Bank in India other than Karnataka Vikas Grameena Bank and acceptable to the Bank in the format enclosed **valid up to 31/03/2023** and to be submitted along with the Non-price Bid.
- B)** The successful Bidder's bid security will be discharged upon the Bidders signing the contract agreement & furnishing the performance security for 3% of the contract value for the warranty period plus 3 months grace period. Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser.
- C)** Non-refundable **RFP Cost of Rs 11,800/-(Inclusive of GST)** in the form of DD issued by a reputed Bank in India in favour of **Karnataka Vikas Grameena Bank** payable at **Dharwad**, towards RFP cost to be submitted along with the Non-price Bid. The GSTIN of the bidder is to be mentioned in the covering letter for Cost of Bid. The amount will not be refunded under any circumstances including cancellation of RFP or procurement process at any stage.
- D)** In case of bidders submitting the earnest money desposit/ Bid Security amount, EMD shall be refunded in full to the unsuccessful bidders after finalization of the supply order. In case of successful bidder, this amount shall be refunded upon submission of the security deposit/Performance bank guarantee.
- E)** Bidders registered as MSEs, startups or procurement through local suppliers (Make In India) may refer and follow the guidelines as mentioned in the **Annexure H (Purchase Preference)**. In case a bidder is eligible to seek benefit under Purchase Preference, Applicable self-certification Forms (as per **Annexure H**) shall be submitted.

2) The Bid security may be forfeited:

- i) If a Bidder withdraws its Bid during the period of Bid validity; or
- ii) In case of a successful Bidder, if the Bidder fails:
- To sign the Contract / SLA within the stipulated time or
 - To furnish Performance Security valid till the end of warranty period within the stipulated time or
 - To supply the goods within the stipulated period or
 - Fails to comply any terms of RFP or purchase order.

3) RESPONSE TO RFP

The bidder shall submit the offer for the full schedule of requirements. Following instructions may please be taken note of in this connection.

All responses should be in English language. All responses including commercial and technical proposals would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by Karnataka Vikas Grameena Bank, form part of the final contract between Karnataka Vikas Grameena Bank and the selected Bidder.

RFP : 06/2022-23 dated 20/09/2022

All Bid Documents are to be properly filed in a box file and all pages of the non-price/price bids should be numbered serially (1/xxx, 2/xxx (where xxx is last page number of Bid document)) and should bear the company's seal and signature/s of the authorized person/s on all pages of the proposal.

Bid shall be submitted in 2 (two) separate sealed envelopes, one 'Non Price Bid' (Technical Offer) and other 'Price Bid' (Commercial Offer) clearly mentioning on top of the envelope 'Non-Price Bid' or 'Price Bid', duly super-scribing the envelope with the reference number of this letter, due date, name of the Bidder, Offer reference number etc.

The sealed envelopes containing Technical and Commercial Bid shall be submitted in another sealed envelope super scribing “**Offer for Supply, Installation, Commissioning and Maintenance of 3KVA UPS Systems with or without Batteries** ” in response to RFP: 06/2022-23 dated 16/09/2022 (contains separate sealed Technical Bid and Commercial Bid)” on the top of the envelope. The Name of the Bidder and Due Date of the RFP are to be specified on the top of the envelope.

ENVELOPE-I: Non-Price Bid (Technical Offer):

The Non-Price Bid (Technical offer) should be complete in all respects and contain all information asked for, except prices. The technical offer should not contain any price information. The Technical Offer should be complete and indicate that all products and services asked for are quoted. For example, the Technical Offer should mention that AMC charges are included in the Commercial Offer, without mentioning the actual amounts in the Non-Price Bid and terms of Payment, Delivery and any other conditions, which may appear in the Price Bid. The Bidder should enclose a copy of the Masked Price Bid as per price schedule without the prices (please put 'x' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

ENVELOPE-II: Price Bids (Commercial Offer):

The Price Bids (Commercial Offer) as per **Annexure-C** should give all relevant price information and should not contradict the Technical Offer in any manner. ***Please note that if any envelope is found to contain both technical and commercial offer together, that offer will be rejected summarily.***

The best and firm price should only be quoted (as per the Proforma enclosed).

- 4) The Technical Bid (Non-Price Bid) will be opened first for evaluation. The Price Bids will be opened only if the Technical Bid is found responsive. The technical bid should necessarily contain all Technical details and terms of Payment, Delivery and any other conditions.
 - Bidder's proposal should strictly conform to the Technical specifications and other terms and conditions.
 - Proposals not conforming to the specifications will be rejected summarily.
Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.
- 5) The details required as per Annexure shall also be enclosed without fail. The Bank may reject any proposal not containing all the requirements called for in various Annexure. Technical/Commercial Bids must contain required/relevant information on all the items including optional items, if any without fail.

- 6) **Buy back of Old UPS and Batteries:** The L1 vendor shall agree to match the highest buyback price quoted among vendors under each category of old/existing UPS and batteries. The vendor shall take back old UPS and batteries (wherever ordered) under “**as is where is**” condition and at no extra cost to Bank.
- 7) The last date for submitting the proposals along with Bid security is **10/10/2022 by 16.00 hours** at this office. Any proposal received after the due date and time will not be considered. Both Price and Non-Price bids complete in all aspects should be submitted to **The General Manager, Karnataka Vikas Grameena Bank, Head Office, Belgaum Road, DHARWAD-580 008** within the above stipulated date and time.
- 8) The Bid should consist of the following documents:
- a. Price Bid in a separate cover.
 - b. Non-Price Bid (Masked price Bid) consisting of all technical specifications and other commercial terms/annexure as per RFP and original Bid security (*copy of the price bid with out the prices (masked price bid) should be enclosed*).
 - c. Pre-qualification criteria, along with all the supporting documents.
 - d. RFP Cost.
 - e. Bid Security
 - f. Bid Form
 - g. All annexures as per RFP on Company’s letter head with authorizing person’s signature and company seal on all pages.
 - h. All supporting documents and product literature in support of Technical specifications.
 - i. Relevant brochures for UPS units.
 - j. Manufacturers Authorisation form as per **Annexure-E**, if applicable.
 - k. Technical Specifications as per **Annexure I** are to be furnished item wise.
Please furnish full details, ensuring strict conformity with the specifications in every respect, in order to avoid ambiguity. Submission of requirements for technical evaluation should be systematic and the requirements should be clubbed item wise. For example: Technical compliance sheet as per our format, Technical specifications chart, literature on technical parts like Charge controller or power board, etc., Brochures, Certification details along with print proofs, etc. The bidder should have own/franchise service centre at 10 regional offices of the bank for lodging complaints, maintains of UPS Systems/UPS and Batteries apart from call centre facility, if any, available with the bidder. Bidder’s representative and local office at Hubli/Dharwad will be the contact point for the bank.
 - l. Share the Detailed Escalation matrix for lodgement of complaint. Bidder should have helpdesk facility and details of the same are to be provided.
 - m. A list of Service Centres in all the 10 regional office jurisdiction shall be furnished as per **Annexure-G**.
 - n. Vendor has to invariably submit **Annexure P** on compliance of various terms and conditions
- 9) **Delivery Period:**
The Bank reserves the right to stagger the deliveries depending upon the readiness of sites at various locations. The bidder shall deliver UPS with or without batteries at the respective locations as per the delivery schedule on receipt of the purchase order from Bank.

The bidder shall deliver UPS systems with or without batteries within **6 weeks**, from the date of issuing of Purchase Order for the same inclusive of completion of the pre-shipment testing. Wherever Road permits are required one additional week will be provided.

The bidder shall be responsible for delivery, installation of UPS Units along with or without batteries and making them full operational at all the locations within **6 weeks** from the date of acceptance of purchase order/delivery instructions for the same inclusive of completion of the pre-shipment testing for UPS Units along with or without batteries.

Bidder should provide soft copy details of 'UPS Units with or without batteries' to our office (IT Division) after completion of delivery & installation in excel format i.e., Machine serial number, date of delivery & date of installation of hardware.

Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations, the Vendor in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank.

Liquidated Damages: For any delay in delivery, installation and commissioning beyond **6 weeks** for non-road permit locations and for road permit locations additional one week, from the date of the delivery instructions issued by the Bank, the Bank reserves the right to charge a LD (Liquidated Damages) at the rate of 0.50% of the cost of the systems per week subject to a maximum of 10% of the Total Basic Cost of the Equipment/s (Excluding AMC Charges).

However, if there is delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD. The bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of Karnataka Vikas Grameena Bank at respective locations. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.

10) INSTALLATION:

The successful bidder is responsible for all unpacking, assemblies, wiring, installations, cabling between Ups, batteries units and connecting to power supplies. The successful bidder will test all operations and accomplish all adjustments necessary for successful and continuous operation of the UPS and batteries at all installation sites.

The Installation will be deemed as incomplete if any component of the UPS and Batteries is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of UPS with/without Batteries and satisfactory working for a minimum period of 10 days.

11) Payment terms are as under:

i) On Delivery: Seventy(70) % of the Contract price of the purchase order.

a) The supplier's original invoice showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. of the system/s etc.

- b) Details of the shipments made with their pricing are to be provided in the bank's prescribed format in both Hard & Soft (MS Excel), a copy of which will be provided by the bank along with the order.
 - c) Original delivery note signed by consignee or acknowledgement of receipt of goods from the consignee.
 - d) Insurance Certificate as per clause 6 of **Annexure A** mentioned below.
 - e) Manufacturer's/Supplier's Warranty certificate.
 - f) Supplier's factory inspection report/Inspection testing certificate issued by testing Agency.
 - g) Pre shipment test certificate from third party Testing agency(Testing agency name and address will be communicated separately), if the equipment costs beyond Rs.50,000/- per item.
 - h) Delivery of Licenses (Paper), if any, at Karnataka Vikas Grameena Bank, Head Office, Dharwad.
- ii) **On Final Acceptance:** Thirty (30) % on submitting the Installation report duly signed by the Bank's representative, and submission of performance security in the form of Bank Guarantee of 3% of the purchase order value.

However, if for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence acceptance certificate cannot be issued, the above 30% of the Total Contract Price shall be paid, within 90 days from the date of receipt of goods at the respective locations. In such a case, the Supplier shall have to produce document showing "Site not Ready" status from the representatives of Karnataka Vikas Grameena Bank at respective locations and to undertake to install and successfully commission the equipments within 15 days of confirmation of readiness of infrastructure by the Purchaser. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document

12) **Warranty and Payment for Annual Maintenance Charges/ Submission of Performance Bank Security (Bank Guarantee):**

UPS systems and batteries onsite warranty for a minimum period of Five (5) Years and AMC for next Five (5) Years from 6th to 10th Year.

WARRANTY AND AMC :

- a) The Supplier warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- b) This warranty shall remain valid for a minimum period of 60 (Sixty) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for minimum period of 63 (Sixty three) months after the date of delivery, whichever period concludes earlier.
- c) The Products supplied by the bidder shall carry minimum 60 months Comprehensive on-site warranty for UPS units and Batteries covering total equipment from the date of installation. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements etc., procured from the bidder, with maintenance (Minimum 9 AM to 6 PM support during weekdays) by email, telephone and onsite support, if any
- d) The Vendor must warrant all equipment, spare parts etc. against any manufacturing defects during the warranty & AMC period.

- e) During the warranty & AMC period the vendor shall maintain the UPS units and repair/replace at the installed site, at no charge to the Bank, all defective components that are brought to the Vendor's notice.
- f) Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter into Service Level Agreement with the Bank covering Warranty terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- g) During the warranty period, selected bidder shall visit on his own/against the service call to the offices and provide preventive /corrective maintenance.
- h) During the AMC period selected bidder shall visit on his own the Offices once in a quarter for preventive maintenance support and provide corrective maintenance as and when required.
- i) During Warranty and AMC period all parts of "UPS Units" are to be covered. The Bidders shall submit the details of parts not covered during Warranty/AMC period, along with Bid documents.
- j) The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty & AMC. The bank may log a call with the bidder by phone, fax, email or any other manner the bank desires.
- k) The Bank at its discretion may award the AMC contract to the selected bidder/supplier, bank is free to choose any vendor other than selected bidder/supplier.
- l) Within Twenty (20) days of receipt of the Purchase Order & Format of Contract Form/SLA, which will be sent along with the notification of award, the successful Bidder shall sign and date the Contract/SLA and return it to the Purchaser. The Bidder however may submit the Contract/SLA Form they like to execute. It is the prerogative of the Bank to accept the same or to modify. It is reiterated that the Contract/SLA to be entered in to by the successful Bidder shall be as approved by the Bank only.
- m) Within Twenty (20) days of the receipt of format of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the **performance security (BG) for 3% (three percent)** of the contract value or purchase order valid for 63 months in the format as **prescribed in the Annexure L.**

✓ *If BG is not submitted within stipulated time, a penalty at the rate of 0.50% of the cost of the systems per week subject to a maximum of 10% of the Total Basic Cost of the Equipment/s (Excluding AMC Charges).*

- n) In case an occasion arises for the purchaser to invoke the BG, purchaser reserves the right to invoke any one or more of the BG anytime and also reserves the right to invoke the other guarantees at a later date.
- o) Vendor has to ensure that Performance Bank Guarantee is sent directly to our Office by the issuing Bank.
- p) Failure of the successful Bidder to comply with the requirement of accepting the purchase order/ executing Contract and/ or submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to any other next lowest evaluated bidder at the price quoted by L1 bidder or any other price which cannot be more than L1 bidders price. In such an eventuality bank retains the right to call fresh bids under this RFP barring the defaulting bidder.

13) **HARDWARE MAINTENANCE** :

The Vendor will assume total responsibility for the fault free operation of UPS and Batteries and maintenance during the warranty and post warranty (AMC) for a total duration of 10 years. The

Supplier will accomplish preventive and breakdown maintenance activities to ensure that all UPS and Batteries function without defect or interruption.

In case one Vendor has supplied the UPS and other Vendor supplied the Batteries, then the vendor of UPS is responsible for maintenance (Refilling of Distilled water, etc.) of Batteries also. The selected vendor has to co-operate and co-ordinate with battery vendor for installation or UPS vendor only has to install the batteries as per instructions of the Bank.

As far as possible, the equipment should be repaired at site and where the 'UPS Unit' is taken for repairs outside the Bank, a substitute should be provided at the bank's office.

On lodgment of complaint, service should be provided and rectification of reported problem within one business day. In case any part is found defective & needs to be taken to the Vendor's Premises/lab for repairs, the Vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours or next business day.

That the Bidder will assume total responsibility for the fault free operation of hardware, application software and maintenance during the warranty and post warranty (AMC period) for a total duration of ten years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for atleast 99% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. If the service support is less than 24 x 7 basis, bank may at its own discretion reject the proposal in total, without assigning any reason.

During the warranty period the vendor should undertake to provide the Bank free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc., as and when required) from the date of commissioning of the Systems. The vendor should maintain critical components. If any critical component of the entire configuration is out of service for more than two days, the Supplier shall either immediately replace the defective unit or replace it at its own cost so that the required uptime is not compromised.

In case the supply is not according to the order or if the components, if any, are found to be varying from the order in any respect, the vendor will undertake to replace at no extra cost to the Bank, during the period of use after the warranty also.

The Vendor should provide one standby system for each 20 machines at Head Office/Regional Office or at the place decided by the Bank during warranty/AMC period owned by them.

The Vendor has to necessarily conduct preventive maintenance at least once in every quarter and submit a report on quarterly basis for having done the Preventive Maintenance, failure to conduct Quarterly Preventive Maintenance during the warranty and also after warranty period attract penalty at the sole discretion of the Bank.

In case of failure of the vendor in both the above cases, the vendor will be liable for penalty of Rs.500/- per day in Urban Centers and Rs.250/- per day in Semi Urban / Rural centers subject to a maximum of 10% of the contract value. The amount of penalty will be recovered from the vendor from payments due to them or by invoking Bank Guarantees provided for warranty/maintenance. If the penalty amount reaches the maximum, Bank will be at liberty to

cancel the contract and invoke all the Bank guarantees provided by the vendor. However, if the UPS Systems is down due to the reasons attribute to the Bank, the vendor has to submit proof for the same for not levying the penalty.

GST will be collected at applicable rates on Penalty Charges and the same will be deducted from the payments due to the Bidder. Bank will raise Invoice for the charges deducted.

14) EVALUATION OF BIDS:

The Eligibility and Technical Bid will be opened first for Technical Evaluation in the presence of bidders who choose to be present. The eligibility bid submitted by the bidder will be evaluated against the Pre-qualification criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for technical evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of Karnataka Vikas Grameena Bank would be final and binding on all the bidders to this document. Karnataka Vikas Grameena Bank may accept or reject an offer without assigning any reason what so ever.

The bidder is required to comply with the technical specifications mentioned in **Annexure-I** of the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of the Bank. Technically responsive bidders will be finalised after evaluation of Pre-qualification Criteria and Technical specification.

The bidders whose bids get technically qualified will be informed for participating in Commercial Bid. After commercial bid process, lowest Quoted Bidder will be declared as L1.

- 15) The supplier shall buy back the System from the Purchaser at a depreciated cost in the event of the Model/System supplied by the supplier being replaced by a more advanced system. The details of such buy back can be arrived at, on mutually agreed terms at the time of buy back. The purchaser reserves the rights to go for buy back or otherwise.
- 16) The Bank may at its discretion,
 - ✓ Increase the requirement and place orders subsequently within the validity or the extended validity of the Bid up to 25%, or
 - ✓ Decrease the requirement up to 25%.
- 17) The vendor has to submit various formats mentioned in **Annexure-A** along with all other annexure of this RFP on Company's letter head with seal and signature. All pages are to be serially numbered. Relevant proof, if required is to be enclosed.
- 18) A Softcopy of the bid proposal (both Technical and Masked price bid) must be submitted along with the respective sealed bid/s.
- 19) *Bank reserves the right to reject this invitation to offer in part or full, or cancel the entire procurement process at any stage without assigning any reason.*
- 20) In case of delivery of equipment to States where Road Permit is required for transportation of goods, it is the responsibility of vendors to provide the same making all the arrangements required

RFP : 06/2022-23 dated 20/09/2022

in advance. However, Bank will provide any letter, if required by the vendors for carrying out the task.

- 21) If the vendor needs any clarification on any of the aspects of the Bid Document, they can seek clarifications as per **Annexure K** on or before **29/09/2022 upto 16:00 hours** strictly through e-mail to kvgbdit@kvgbank.com, dit@kvgbank.com with the subject: "**Clarification for UPS RFP ref : 06/2022-23 dated 20/09/2022**". Queries reaching afterwards will not be entertained. The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website. Vendors are requested to take note of the same.
- 22) An Undertaking that **all material of UPS and Batteries** to be supplied is original and Brand New and if required proof of purchase can be produced. This undertaking is to be signed by a Director or Head of Marketing of the Company.
- 23) In case the equipments offered or any part thereof are imported, the price quoted in the Bid by the vendor will be firm & final and any fluctuation in foreign exchange rates shall not have any bearing on the price quoted in the Bid.
- 24) Order will be awarded to L1 vendor in a staggered quantities depending upon the necessity within a period of one year from the date of issue of purchase order. **The rates quoted will be for a period of one year from the date of issue of purchase order.**No increase whatsoever shall be permitted during the contract period; however any decrease in cost must be informed to the bank.
- 25) All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996.
- 26) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at **Dharwad, Karnataka State.**

Yours faithfully,

(Malachi Punith)
General Manager

ANNEXURE-A
OTHER IMPORTANT TERMS AND CONDITIONS

1 MANUFACTURERS AUTHORISATION FORM:

In the case of a Bidder offering to supply goods under contract which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the goods' manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorised distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main vendor/s should be enclosed along with the technical bid. Proposals received without the authorisation letter/s will summarily be rejected. However, the bidder should confirm that they have a national presence to extend support for the systems supplied and also **submit a list of such service support centres.**

2 TECHNICAL DETAILS FORM:

Bidders should furnish an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications as per format furnished in **Annexure I.**

3 INSPECTIONS AND TESTS:

- 3.1** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the purchaser.
- 3.2** The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 3.3** Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 3.4** **Pre-shipment testing of equipment by the approved agency:** In case of purchase of equipment beyond Rs.50,000/- per item, the **vendor/s will have to provide a pre-shipment test certificate from the third party testing agency at his own cost regarding the quality and specifications to be in conformity with the Purchase Order issued to them.** Bank will inform the name and address of the third party testing agency in the purchase order.
- 3.5** Factory inspection of the 'UPS Units along with or without batteries' to be supplied to the Bank will be carried out at vendor's or principal's/manufacturer's factory site.

- 3.6** All reasonable facilities and assistance including access to drawings and production data should be provided to the Bank's officials and the consultants during inspection.

5) TERMINATION FOR DEFAULT:

- 5.1** The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

5.1.1 If the Supplier fails to deliver any hardware within the period(s) specified in the Contract or within any extension thereof granted by the Purchaser.

5.1.2 If the Supplier fails to perform any other obligation(s) under the Contract

- 5.2** In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

6 INSURANCE:

The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective branches covering all risks (fire, burglary, SRCC, natural calamities such as earth quake, flood etc) for a period covering the transit period and also minimum 4 months from the date of delivery. It shall be at the cost & responsibility of the supplier. It shall also be the responsibility of the supplier to adequately cover the transit risks for the hardware till they are delivered at the original or their relocation destinations. Insurance Policy is to be submitted to the bank along with Invoice.

7 SUPPLIER'S OBLIGATIONS:

- 7.1** The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

- 7.2** The Supplier's representative & local office at Hubli/Bangalore will be the contact point for the purchaser and all the authentic status of Delivery and Installation should be made available in writing at least twice in a week.

- 7.3** The Supplier will treat as confidential all data and information about the Purchaser, 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 Purchaser.

- 7.4** All the bills raised for the supplies made under this RFP shall be from the same office / branch from where the bids are submitted against this RFP. If billing being done from any other branch of the bidder, same is to be clearly mentioned in the Bid and should not change till all items under RFP are delivered

8. Incompetent Engineers attending to installation, configuration and troubleshooting:

In case it comes to the notice of the Bank that incompetent engineers are attending to installation/configuration and troubleshooting of the UPS and Batteries at Administrative Offices/Branches, the Bank has the right to recover penalty from the vendor at the rates already mentioned in Hardware Maintenance clause, if written complaint is received from the Administrative Offices/Branches regarding such incidents.

9 TECHNICAL SPECIFICATIONS:

9.1 Detailed Technical Specification of the items required is attached as **Annexure- I**.

9.2 The Bidder is required to submit the following documents, as applicable, along with the offer. The following list is only indicative and not exhaustive.

- a) The manuals and technical brochures, specific names of components/items excluded from the purview of warranty/ AMC and its cost are required to be submitted for all items, including all accessories and devices, included in the package for which a bid is being submitted.
- b) Technical brochures for individual Components

9.3 Technical details form must be complete in all respects. Correct technical information of the product being offered must be filled in. Any additional information available, though not included in the form, may also be submitted. **Terms like OK, accepted, noted, as given in brochure/manual or more etc., are not to be used and are not acceptable.**

10.Mean Time Between Failure : If during the warranty period, any UPS and Batteries fails on four or more occasions in a quarter, it shall be replaced by equivalent / superior new UPS and Batteries etc by the vendor at no additional cost to the Bank.

11.Indemnity:

- 11.1 The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the entire UPS and Batteries supplied by him.
- 11.2 Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- 11.3 The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage

12. FORCE MAJEURE:

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

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

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

Notwithstanding the above, the decision of the Bank shall be final and binding on the Bidder.

13. LIABILITY OF THE SELECTED BIDDER:

- i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.
- ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.
- iii. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- iv. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

14. NEGLIGENCE:

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in

this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

15. CHANGES TO RFP:

The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion up to the date of submission of bids.

The Bank reserves the right to extend the dates for submission of responses to this document. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses.

- i. **Preliminary Scrutiny** – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Vendor and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
- ii. **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.
- iii. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- iv. **Pricing** – It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.
- v. **Right to Alter Quantities** – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Vendor about changes, if any. In the event of any alteration in the quantities the price quoted by the vendor against the item would be considered for such alteration. The vendor agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Vendor agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to the Bank within the contract period.

16. INFORMATION OWNERSHIP:

All information processed, stored, or transmitted by bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the bidder does not acquire implicit access rights to the information or rights to redistribute the information. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

17. CORRUPT AND FRAUDULENT PRACTICES:

- i. As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- iii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iv. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

18. SIGNING OF THE BID:

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

19. COSTS OF PREPARATION & SUBMISSION OF BID:

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

20. CONFIDENTIALITY OF THE BID DOCUMENT:

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

The Supplier shall buy back the system/units from the Purchaser/Bank at a depreciated cost in the event of Model/System/unit supplied by the Supplier being replaced by a more advanced system/unit. The details of such buy back can be arrived at, on mutually agreed terms at the time of buy back. The Purchaser/Bank reserves the right to go for buy back or otherwise.

ANNEXURE-B
BID FORM

Ref No.....

Place:.....

Date:.....2022

The General Manager
KARNATAKA VIKAS GRAMEENA BANK,
Head Office, Belgaum Road,
DHARWAD-580 008

Dear Sir,

Having examined the Request for Proposal (RFP): 06/2022-23 dated **20/09/2022**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the Delivery Schedule specified.

If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 3 % of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that,

- 1 In case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations
- 2 That similar or compatible hardware will be made available in the Purchaser's site to provide adequate emergency processing arrangements; and

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity

b) (If none, state none)

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

Dated this day of 2022

(Signature)

(In the capacity of) Duly Authorised to sign bid for & on behalf of (Name & Address of the Bidder)

Address of the Bidder)

ANNEXURE-C**PRICE SCHEDULE & ANNUAL MAINTENANCE AFTER WARRANTY PERIOD**

(Amount in Rupees)

S No	Item Description	Qty (Nos)	Unit Price (Rs)	Total Price (for delivery at final destination) (Rs)	GST Payable if contract is awarded UPS with batteries (Rs)	GST Payable if contract is awarded UPS without batteries (Rs)
(a)	(b)	(c)	(d) = (b) * (c)	(e)	(f)	
1	UPS COST					
	03 KVA UPS with 4 Hrs Back Up (without Batteries)	70				
	SUB TOTAL (T1)					
2	BATTERIES COST	Mention No. of Batteries required				
	120 AH Batteries cost for 3 KVA for UPS Systems	192				
	SUB TOTAL (T2)					
	SUBTOTAL (T3=T1+T2)					

3 AMC FOR 5 YEARS FOR UPS SYSTEMS WITH REQUIRED NO. OF BATTERIES AFTER WARRANTY OF 5 YEARS						
S No	Item Description	Qty (Nos)	Unit AMC Price/Yr (Rs)	Total AMC Price for 5 Years (Rs)	Remarks	
(a)	(b)	(c)	(d)	(e) = (b) * (c) * 5		
	3KVA UPS with 4 Hrs Back Up	70				
	SUB TOTAL (T4)					
3	TOTAL BID PRICE (INCLUDING 5 YEARS WARRANTY & AMC FOR 5 YEARS) * (T3+T4)					
4	Amount in Words:		Rs.			

Buy Back price for UPS

UPS RATINGS	Existing UPS buy back price		
	Base Price (A)	GST (B)	Total=A+B
2KVA			
3KVA			
5KVA			
10KVA			

Buy back price for batteries:

BATTERY RATING	TUBULAR BATTERY			SMF BATTERY		
	Base Price (A)	GST (B)	Total=A+B	Base Price (M)	GST (N)	Total=M+N
100AH						
120AH						
130AH						
150AH						

Notes:

- 1) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 2) Bidder should quote the price as per the table mentioned above and the grand totals T 3 figure is taken to determine for L1 status.
- 3) Annual maintenance charges for UPS Systems for five years after warranty period of five years should be quoted in the price schedule.
- 4) The Bidder should enclose a copy of the Masked Price Bid as per price schedule without the prices (please put 'x' mark wherever prices are quoted) along with other bid documents for evaluation purpose.
- 5) Applicable GST is payable extra.
- 6) The free warranty and AMC shall cover a total period of 10 years. Bidder must quote AMC price for each item and AMC quote will not be considered to determine the L1 price.
- 7) The prices quoted should be valid for 12 months from the date of acceptance of purchase order.
- 8) Bank reserves the right to request the vendor to pass on the benefit accruing from to Bank. The bidder shall pass on the benefit of any discounts/downward revision of prices

and taxes, if any announced by GST council or other authorities during any period in respect of orders placed during that period.

- 9)** The successful bidder (L1) should match the highest price quoted among the bidders for buy back of existing 2KVA,3KVA,5KVA, and 10KVA UPS and also old/existing batteries of 100AH, 120AH, 130AH and 150AH tubular/SMF batteries of any make.

ANNEXURE-D
BID SECURITY FORM

Whereas _____ (herein after called "the Bidder") has submitted its Bid dated ____ 2022 for the supply of _____ (hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that WE _____ having our Registered Office at _____ (hereinafter called "the VENDOR") are bound unto KARNATAKA VIKAS GRAMEENA BANK, Head Office, Belgaum Road, DHARWAD-580 008 (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Affixed with the Seal of the said Bank this ____ day of _____ 2022.

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid;

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

This Guarantee will remain in force up to and including -----, 2022, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

ANNEXURE –E
MANUFACTURERS' AUTHORISATION FORM

No.

Dated: / /2022

The General Manager
KARNATAKA VIKAS GRAMEENA BANK,
Head Office, Belgaum Road,
DHARWAD-580 008

Dear Sir,

Sub: RFP Ref No 06/2022-23 dated 20/09/2022.

We who are established and reputable manufacturers of UPS/Batteries having manufacturing facility at and do hereby authorize M/s. (Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above RFP.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

Yours faithfully,

(NAME)
(Name of manufacturers)

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. It should be included by the Bidder in its bid.*

ANNEXURE-F
LETTER OF AUTHORISATION TO BID

No.

Dated: / /2022

The General Manager
KARNATAKA VIKAS GRAMEENA BANK,
Head Office, Belgaum Road,
DHARWAD-580 008

Dear Sir,

Sub: Letter of Authorisation to bid for Karnataka Vikas Grameena Bank's RFP Ref No 06/2022-23 dated 20/09/2022

We M/s (Name and address of the principal) hereby authorize M/s. (Name and Address of Agents), our Business Partner/Authorised Distributors to submit a bid, and sign the contract on behalf of us for all the systems/goods required by the bank as called for vide the bank's request for proposal reference no 06/2022-23 dated 20/09/2022.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

Yours faithfully,

(NAME)

(Name of principal vendor on whose behalf the proposal is submitted)

Note: *This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.*

ANNEXURE –G
SERVICE SUPPORT FORM

Bidders Office details. (For single point contact from Head Office for any issues on delivery ,service support etc.)	Contact person, Designation, Mobile	Address
<u>1</u>		
<u>2</u>		

		Nearest Service Center						
<i>S No</i>	<i>Description of goods</i>	Address, Phone and Telex/Fax Nos of centre.	Name & Distance from Banks RO	Name of Service Engineers & Contact No	No. Of Admn staff	Value of Minimum Stock spares available at all time	List of Model of items serviced in last two years	Accessibility time from nearest service centre to destination of goods

NOTES:

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email ID etc for after Sales Service at the delivery location.
- Escalation Matrix is to be provided for all the locations.

SIGNATURE OF THE VENDOR WITH SEAL

Annexure H - PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

- 1.1. Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro; Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:
- 1.2. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) **for the item** under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.2.1. District Industries Centres or
 - 1.2.2. Khadi Village Industries Commission or
 - 1.2.3. Khadi & Village Industries Board or
 - 1.2.4. Coir Board or National Small Industries Corporation or
 - 1.2.5. Directorate of Handicrafts & Handloom or
 - 1.2.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.2.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.3. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 25% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 25% quantity is to be distributed proportionately among these Bidders.
- 1.4. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.5. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.

RFP : 06/2022-23 dated 20/09/2022

- 1.6. Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Karnataka Vikas Grameena Bank as per **Form PP-B**.
- 1.7. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.8. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. **Startup:**

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Karnataka Vikas Grameena Bank as per **Form PP-B**.

3. **Procurement through Local Suppliers (Make in India):**

Department for Promotion of Industry and Internal Trade under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 04/06/2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

3.1. **Definitions:**

- 3.1.1. Local content' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.

- 3.1.2. 'Class-I local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content equal to or more than 50% (unless otherwise prescribed by the Nodal Ministry).
- 3.1.3. 'Class-II local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50% (unless otherwise prescribed by the Nodal Ministry).
- 3.1.4. 'Non - Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20% (unless otherwise prescribed by the Nodal Ministry).
- 3.1.5. The Margin of purchase preference shall be 20%.
- 3.2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement:
- 3.2.1. In procurement of goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- 3.2.2. In procurement of goods, services or works, not covered under Clause 3.2.1 above, and with estimated value of purchases less than Rs.200 Crore, only 'Class- I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry has been issued. In Global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- 3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
- 3.3.1. In the procurements of goods or works, which are covered under Clause 3.2.2 above and which are divisible in nature, the "Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - b. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so

on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

3.3.2. In the procurements of goods or works, which are covered under Clause 3.2.2 above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L 1.
- b. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
- c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement.

3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.

3.6. Verification of local content:

3.6.1. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content and provide self-certification (as per **Form PP-C**) along with the bid that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. Bidders shall also give details of the location(s) at which the local value addition is made.

3.6.2. The 'Class-I local supplier'/ 'Class-II local supplier' quoting value in excess of Rs.10 crores, shall be required to provide a certificate (as per **Form PP-D**) bid from the statutory auditor or cost auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in case bidder is other than company) giving the percentage of local content.

- 3.7. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - 3.8. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
 - 3.9. Karnataka Vikas Grameena Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.
4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in **Form PP-A**. The option once exercised cannot be modified subsequently.
 5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
 6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
 7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP- 2012 will be considered), the precedence shall be in the following order:
 - 7.1. Public Procurement Policy for MSE 2012.
 - 7.2. Purchase Preference linked with Local Content (PP-LC).

FORM PP-A
UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY

To,
The General Manager,
Karnataka Vikas Grameena Bank,
IT Division, Head Office,
PB No 111, Belgaum Road,
Dharwad

SUB:
TENDER NO:

Dear Sir,

We , M/s _____ (Name of the bidder) hereby confirm that the following purchase preference to be considered :

Description	Preference
Purchase Preference under Public Procurement Policy for MSE, or	
Purchase Preference (linked with local content)	

- Note:
- (i) Please indicate your preference against only one policy.
 - (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
 - (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
 - (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders.
 - (v) The option once exercised cannot be modified subsequently.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:

Designation:

Seal:

FORM PP-B
SELF-DECLARATION OF MSEs and STARTUPS
(TO BE PROVIDED ON LETTER HEAD)

To,
The General Manager,
Karnataka Vikas Grameena Bank,
IT Division, Head Office,
PB No 111, Belgaum Road,
Dharwad

SUB:

TENDER NO:

Dear Sir,

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of three years from being eligible to submit Bids for contracts with Karnataka Vikas Grameena Bank.

Place:

Date:

[Signature of Authorised Signatory]

Name:

Designation:

Seal:

FORM PP-C
UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC (IN CASE BIDDER
SEEKING BENEFIT OF PP-LC)

To,
The General Manager,
Karnataka Vikas Grameena Bank,
IT Division, Head Office,
PB No 111, Belgaum Road,
Dharwad

SUB: TENDER NO:

Dear Sir

1. We, M/s _____ (*Name of Bidder*) undertake that we meet the mandatory minimum Local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.
2. We, M/s _____ (*Name of Bidder*) undertake that M/s. _____ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:

Seal:

Note:

- (i) In case the bidder is a manufacturer, then the bidder has to submit undertaking as per sl.no. 1 and strike out sl. no. 2 above.
- (ii) In case bidder is not manufacturer, then the bidder has to submit undertaking as per sl. no. 2 and strike out sl. no. 1 above.

FORM PP-D
CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)

To ,
The General Manager,
Karnataka Vikas Grameena Bank,
IT Division, Head Office,
PB No 111, Belgaum Road,
Dharwad

SUB: TENDER No:

Dear Sir

1. "We the statutory auditor of M/s. _____ (*Name of the bidder*) hereby certify that M/s. _____ (*Name of the bidder*) meet the mandatory minimum Local content requirement of _____% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s. _____ (*Name of the bidder*)."
2. "We the statutory auditor of M/s. _____ (*Name of the bidder*) hereby certify that M/s. _____ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of _____% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s. _____ (*Name of the bidder*)."

Name of Audit Firm: [Signature of Authorized Signatory]

Date: Name:

Designation:

Seal:

Membership no.

- (i) In case the bidder is a manufacturer, the undertaking from statutory auditor is to be submitted as per sl. no. 1 and sl. no. 2 is to be struck out.
- (ii) In case bidder is not a manufacturer, the undertaking from statutory auditor is to be submitted as per sl. no. 2 and sl. no. 1 is to be struck out.

Annexure-I
TECHNICAL SPECIFICATIONS

Technical Specifications for Double Conversion Online 3 UPS s with Four Hours Battery Backup		Complied Yes / No
Components/Specifications	3 KVA UPS SYSTEMS	
1. CAPACITY	3 KVA	
2. MODEL NAME & NO.		
3. GENERAL		
INVERTER TECHNOLOGY	True On-line IGBT based-Double Conversion UPS with DSP (Digital Signal Processing) Technology.	
Noise Level	Less than 50 dB	
Operating Temperature	0 - 45 degrees centigrade	
Humidity	10 to 70% non-condensing	
Total Harmonic Distortion	<3% for 100% linear load <5% for 100% non-linear load	
Crest Factor	Minimum 3:1 at full load	
Output Wave Form	Sinusoidal	
Cold Start feature	Should be provided	
Active input PF correction	> 0.94 (equal to 0.94)	
4. INPUT	For 3 KVA	
Input	<u>3 KVA</u> Single Phase 3 Wire	
Input Voltage Range	230 V +10%, -20% Single Phase	
Input Frequency Range	47 to 53 Hz	
Input power at full load (At minimum rated power factor)	As provided in technical specs	
Input Voltage at which mains fail is sensed at full load and battery takes over.	184 VAC and 253 VAC for Single Phase	
Input Power factor	To be better than 0.95 for all load and line conditions	
5.OUTPUT		
Output Voltage	230 VAC Single Phase, +/- 1.5% at full load	
Output Frequency	50 Hz +/- 0.5% (free running)	
6. EFFICIENCY		
Overall Efficiency	80% or better	
Inverter Efficiency	90% or better	
7. STATIC SWITCH (Bi-directional) for all	Should be provided and should take care of 100% load transfer without break.	

ratings.		
8. LOAD POWER FACTOR	Should not be less than 0.8 lagging	
9. OVERLOAD CAPACITY	130% overload for 60 seconds. 125% overload for 10 Minutes.	
10. UPS SHUT DOWN		
UPS should shut down with an alarm and indication on.		
1. Output over voltage	250 VAC adjustable	
2. Output under voltage	200 VAC adjustable	
3. Battery low	1.75 v / cell	
4. Inverter over load	130% for 1 minute	
5. Over temperature	Should be provided	
6. Output short	Should be provided	
11. ISOLATION		
Isolation of power	Both input & output should have MCB's. Also Battery connection to have MCB/MCCB/switch.	
Isolation Transformer	Should be provided	
Galvanic Isolation	Should be provided	
Manual Service Bypass	Should be provided	
12. PROTECTION		
Short Circuit Protection	MCB/MCCB Should Trip or UPS should shut down without blowing any fuses.	
Input over and under voltage	MCB with Alarm. UPS should be absolutely safe in the case of High Voltage/ High Current/High Spike/High Surges etc at input to the UPS.	
Output over & under voltage	MCB with Alarm. The safety of the load connected to the UPS should be protected under any circumstance.	
13. INDICATORS	Marked Yes/No as applicable	
Over Temperature		
Load on Battery		
Battery on Charge		
Input over/under voltage		
Battery Low (warning and prior Half an hour warning stating Battery is going low)		
Inverter On		
Inverter tripped		
Output Over voltage		
Output low		
Charger on		
UPS on Bypass		

14.METERING	Available/ Not Available	
DC voltage		
DC Current charge		
Output voltage		
Output current		
Input voltage		
Digital Three and Half digit Frequency Meter		
15.BATTERY BACKUP		
Period of backup	Four Hours for 3 KVA	
Batteries	For 3KVA UPS : EXIDE EL MAKE 12volts 120 AH tubular Batteries and number of batteries should be 8.	
Total DC bus voltage	96 VDC for 3 KVA UPS	
Battery make (Give literature)	Exide	
Battery Charger (Internal/External) & type	Internal - Temperature controlled Battery charging with automatic Battery test.	
Minimum Charger Current	10 % of Battery AH	
Battery recharge time (after complete discharge) to 100% Charge.	Battery recharge time should not exceed 12 hrs	
Battery Housing	Should be having on Racks	
Battery life	Minimum 5Years	
16.AUDIBLE ALARM FOR FOLLOWING CONDITIONS	(YES/ NO)	
Battery low		
Mains failure		
Input over/under voltage		
Inverter under voltage		
Inverter over voltage		
Over temperature		
Inverter over load		
17. Cooling system of UPS	Forced Air	
Note:		
<p>1. It is mandatory to provide necessary protection mechanism at input to the UPS system as well as at output so that the UPS will be absolutely safe in the case of High Voltage/ High Current / high spike / high surges at input to the UPS and to ensure that the load connected will be safe if the UPS delivers erratic Output</p>		
<p>2. It is required that product brochures for UPS and Batteries offered is submitted along with the quotation. Also it is required that only relevant literature pertaining to the offer is submitted which matches the specification</p>		
<p>3. It is mandatory to provide warranty of the entire UPS system including Batteries.</p>		
<p>4. It is mandatory to quote for comprehensive AMC for the UPS for a period of 5</p>		

years from the date of expiry of the warranty period separately for UPS . This will be added to the cost while deciding the vendor. Please indicate if any item is not included in the purview of Warranty / AMC.

5. Should provide Schematic of the UPS that is quoted with all breakers and indicators.

6. Submit a Test Certificate from an Approved Agency conforming to the specifications that offered by you for the UPS.
--

7. It is desirable that the UPS should be capable of connecting to NMS/SNMP option
--

ANNEXURE – J
VENDORS PARTICULARS

- I. **Name of the Vendor :**
- II. **Constitution :**
- III. **Registered Address :**
- IV. **Turnover and P&L Details:** *(Bidders have to submit Xerox copies of audited balance sheet/P&L).*

(Amount in Rs.)

FY	Turnover	Profit and Loss
2019-20		
2020-21		
2021-22		

- V. **Hardware Delivered Details:**
(Bidders have to submit Xerox copies of POs as support documents for each item).

Details of 'UPS units along with Batteries' supplied to meet eligibility criteria:

S. No	PO No and date	Order placed by (Bank/FI Name)	Qty.	Cumulative Total

- VI. **Bidders PAN Details:**
- VII. **Bidders GST Number Details:**
- VIII. **Name of the existing Customers (Banks) :**

ANNEXURE – K

Format for seeking clarification by bidders

Sl. No.	Bidder's Name	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

Note :

1. Bidders seeking clarifications shall submit their queries through email id : kvgbdit@kvgbank.com, dit@kvgbank.com on or before **29/09/2022 upto 16:00 hours**.
2. Queries reaching after due date will not be entertained.

ANNEXURE-L

Performance Bank Guarantee Form

To
The General Manager,
Karnataka Vikas Grameena Bank,
Head Office,
Department of Information Technology,
P B No 111 , Belgaum Road ,
Dharwad – 580 008

WHEREAS (Name of the Supplier) (hereinafter called “the supplier”)has undertaken in pursuance of the contract no._____ dated _____ to, inter-alia, supply of (Description of Goods and services) as per the contract document (herein after called “The Contract”), dated _____

AND whereas it has been stipulated by you in the said contract that (Name of the Supplier) shall furnish you with a performance bank guarantee by a recognized bank for the sum of Rs._____ specified therein as security for compliance with the _____(Name of the Supplier) performance obligations in accordance with the contract.

AND whereas we have agreed to give you the guarantee on behalf of (Name of the Supplier)

THEREFORE, we (Guarantee issuing Bank’s name and address) hereby affirm that we are guarantors are responsible to you, on behalf of (Name of the Supplier), upto a total of Rs. (Amount of the guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (Date)

“All rights and obligations arising from this guarantee shall be governed by the laws of Republic of India”.

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs._____ and shall remain in force until _____. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Dharwad on or before _____ (Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:

Date:

Signature and Seal of Guarantors

ANNEXURE –N

Conformity Letter

Proforma of letter to be given by all bidders participating in RFP **06/2022-23 dated 20/09/2022** on their official letterheads

The General Manager
Karnataka Vikas Grameena Bank
Information and Technology Division,
Head Office, Belgaum Road,
Dharwad -580008

Sir,

Sub: RFP 06/2022-23 dated **20/09/2022**

Further to our proposal dated _____, in response to the Request for Proposal (hereinafter referred to as “**RFP**”) issued by Karnataka Vikas Grameena Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by Karnataka Vikas Grameena Bank, provided however that only the list of deviations furnished by us in ‘**Annexure K. Clarifications required for this RFP Terms and Conditions**’ of the main RFP document which are expressly accepted by Karnataka Vikas Grameena Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. Karnataka Vikas Grameena Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Karnataka Vikas Grameena Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory
Designation
Vendor’s corporate name

ANNEXURE-O
Escalation Matrix

Name of Company: Delivery Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1week)					

Name of Company: Services Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 4 hours)					
		Regional/Zonal Head (if response is not received in 24 hours)					
		Country Head (if response is not received in 48 hours)					

Any change in designation, substitution will be informed to the bank immediately Signature:

Name of Representative:

Designation:

Company Seal:

ANNEXURE-P:
(TERMS AND CONDITIONS COMPLIANCE TABLE)

Term No.	Description	Complied Yes/No	Page No. of Bid Document	Detailed explanation about deviation, if not complied
1	Pre-requisite qualification			
2	Power of Attorney from the Company to the Employee participating in the Bid			
3	Bid Security of Rs. 2,50,000/-			
4	Cost of RFP			
5	Undertaking as per Clause No.22 of page no 17			
6	Manufacturer's Authorisation Form - Annexure -E			
7	Letter of Authorisation to Bid – Annexure F			
8	Technical Details as per Annexure I			
9	Contract Form & Performance Security			
10	Inspection & Tests			
11	Warranty			
12	Termination for Default			
13	Insurance			
14	Supplier's Obligation			
15	Hardware Maintenance			
16	Payment Terms			
17	Indemnity			
18	Order Cancellation			
19	Liquidated Damages			
20	Penalty for delayed service			
21	Non-Disclosure Agreement			
22	Warranty/AMC Guarantees			
23	Technical specification			
24	Force Majeure			

Signature of the Vendor

NOTE: This annexure is an indicative list. Vendor has to comply all terms and other conditions as per RFP document.

ANNEXURE Q
NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this ____ day of 2022 by ____ and between; Karnataka Vikas Grameena Bank, a body corporate constitute under the Regional Rural Act 1976 having its Head Office at Dharwad represented by herein (hereinafter called **Disclosing Party or the "Bank"**), and with and address at (the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process; the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which;

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) Is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and

- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

3. Use of Confidential Information.

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate

remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a period of 5 years from the date of issue of purchase order. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

8. Notice of Breach.

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank . Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Effective Date of the Agreement:

This Agreement shall be effective upon its execution by both the parties.

12. Miscellaneous.

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Karnataka (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier

against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.

- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of:-(Bank) Signature: Name: Title: (Authorized Signatory) <u>Witness</u> : Signature: Name: Address:	SIGNED for and on behalf of :-(Company) Signature: Name: Title: (Authorized Signatory) <u>Witness</u> : Signature: Name: Address:
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Annexure- R (1)

Certificate regarding Tender for **Supply, Installation, Commissioning and Maintenance of UPS units along with/without Batteries** for our Branches with 5 years warranty.

Ref: RFP 06/2022-23 dated 20/09/2022
(to be provided on letter head by each OEM)

We *M/s* __, OEM of __, having model No __, offered in this RFP, through our authorized Service provider, *M/s* _____ Limited, hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

OEM Name:

Registered Address of the OEM:

Shareholding structure of the OEM as on 31.03.2022		
%age of shares held	Name of holding Company/Individual	Registered Address of the share Individual holding company/Individual

OEM's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the OEM's Parent Company:

Shareholding structure of the OEM's Parent Company as on 31.03.2022		
%age of shares held	Name of holding Company/Individual	Registered Address of the share Individual holding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take Legal action in accordance with the law.

Date:

Place:

Signature of Authorized Signatory of OEM Name of Signatory:

Designation: Seal of Company

Annexure - R(2)

Certificate regarding Tender for **Supply, Installation, Commissioning and Maintenance of UPS units along with/without Batteries** for our Branches with 5 years warranty.

Ref: RFP 06/2022-23 dated 20/09/2022

(to be provided on letter head of Bidder)

We *M/s* __, have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt: 23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our

Parent Company: Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2022		
%age of shares held	Name of holding Company/Individual	Registered Address of the share Individual holding company/Individual

Bidder's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2022		
%age of shares held	Name of holding Company/Individual	Registered Address of the share Individual holding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the Law.

Date:

Place:

Signature of Authorized Signatory of Bidder Name of Signatory:

Designation: Seal of Company

----End of document-----