



Chaitanya Godavari Grameena Bank

(A Government Undertaking
Sponsored by Union Bank of India)
Head office, Guntur

Reference No:099/51/RFP/2024-25/06, Date: 02.09.2024

REQUEST FOR PROPOSAL (RFP)FOR

**Technical & Commercial empanelment of Vendors for supply, installation,
testing, commissioning and maintenance of Batteries and UPS**

©COPYRIGHT, CGGB

All rights reserved.

Document Owner : General Manager

BID DETAILS

Sr. No.	Subject	Date/Time
1.	RFP Ref. Number & Date	No:099/51/RFP/2024-25/06, Date: 02.09.2024
2.	Last Date for receipt of queries for pre-bid meeting.	11.09.2024 at 4.00 P.M
3.	Pre-bid meeting date virtually.	12.09.2024 at 10.30 A.M
4.	Last date for receipt of Bids Documents	23.09.2024 at 4.00 P.M
5.	Date & Time of Opening of Technical Bids*	23.09.2024 at 04.30 P.M
6.	Address for submission of Bid, pre-bid meeting& Place of Opening of Bids	<p>1. P MARUTHI RAM, General Manager, Chaitanya Godavari Grameena bank Head office, 3rd Floor, Raghu Mansion 4/1, Brodipet, Guntur - 522 002 Phone No: 0863 - 2324500</p> <p>2. MOHAMMAD MAZEED, Senior Manager P&S Chaitanya Godavari Grameena bank Head office, 3rd Floor, Raghu Mansion 4/1, Brodipet Guntur - 522 002 Phone No: 8688836706,9100910489</p>
7.	Website address	www.cggb.in
8.	E-mail address	services@cggb.co.in gm-ho@cggb.co.in hod-services@cggb.co.in
9.	R F P Fee	Rs.3,000/-

*In the presence of the authorized representative of the bidders (authorization letter from Company to be submitted) Technical bids will be opened. Only one representative will be allowed to represent the Company.

DEPARTMENT OF INFORMATION TECHNOLOGY
Chaitanya Godavari Grameena Bank,
IV Floor, Raghu Mansion, 4/1 Brodipet, Guntur - 522
002, Andhra Pradesh.
Phone No: 0863 2254197, 93904 78378.

TABLE OF CONTENTS

Particulars	Page No.
1. Introduction	: 4
2. Broad scope of work	: 4
3. Bidder's Eligibility criteria	: 5
4. Domestically Manufactured Electronic Products	: 6
5. Bid process	: 6
6. Single Stage Two Envelop Bidding	: 6
7. RFP Fees	: 7
8. Earnest Money Deposit	: 7
9. General Terms of Bid submission	: 8
10. Price Composition	: 12
11. Payment Terms	: 13
12. Penalty for downtime	: 13
13. Fall clause	: 13
14. Indemnity clause	: 14
15. Evaluation Process	: 14
16. Period of Validity	: 15
17. Liquidity Damages	: 15
18. Penalty for delay of installation	: 16
19. Warranty	: 16
20. Terms of execution of work	: 17
21. Delivery Condition	: 17
22. Offer Validity Period	: 17
23. No Price Variation	: 17
24. No Commitment to accept lowest or any tender	: 18
25. Right to alter quantities	: 18
26. Order Cancellation	: 18
27. Commercial Evaluation	: 18
28. Empanelment of Vendor	: 18
29. Right to Accept/Reject the offer	: 18
30. Integrity Pact	: 19
31. Dispute Resolution, Governing Law and Jurisdiction	: 19
32. Force Majeure	: 20
33. Confidentiality	: 20
34. Important points	: 20
35. Enclosures: Technical Bid Form - I	: 22
36. Technical Bid Form -II	: 23
37. Technical Bid Form -III	: 24
38. Technical Bid Form -IV	: 25
39. Technical Bid Form -V	: 26
40. Technical Bid Form -VI	: 27
41. Technical Bid Form -VII	: 29
42. Technical Bid Form -VIII	: 30
43. Technical Bid Form -IX	: 32
44. Technical Bid Form -X	: 33
45. Annexure - I	: 34
46. Commercial Bid Form -A	: 39
47. Commercial Bid Form -B	: 40
48. Annexures - II	: 41
49. Annexure RA - 1	: 47
50. Annexure RA - 2	: 48
51. Annexure - III	: 49
52. Annexure - IV	: 51
53. Annexure - V	: 54

1.Introduction:

Chaitanya Godavari Grameena Bank (CGGB) was formed by the amalgamation of Regional Rural Banks namely 'Chaitanya Grameena Bank' and 'Godavari Grameena Bank' with effect from March 1,2006. Bank was formed as per RRB act 1976.

Bank is sponsored by Union Bank of India.

Profile of Chaitanya Godavari Grameena Bank (CGGB).

The shareholding pattern of the bank

Government of India	50%
Union Bank of India	35%
Government of Andhra Pradesh	15%

Chaitanya Godavari Grameena Bank is herein after called "Bank" which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns herein after called "Chaitanya Godavari Grameena Bank" or "Bank" or "bank", issues this Request for proposal, hereinafter called "RFP".

2. Broad Scope of Work:

Chaitanya Godavari Grameena Bank invites sealed Tenders for Technical and Commercial Empanelment of Vendors for supply, installation, testing, commissioning and maintenance of Batteries and UPS with batteries for Branches/Controlling offices. The requirements will be spread over the branches/controlling offices in erstwhile East Godavari, West Godavari and Guntur districts and the list of branches/controlling offices will be provided subsequently along with the Purchase Order (PO).

The scope of work includes

- a) Supplying, installing, testing, commissioning and maintenance of Batteries and UPS of specified configuration details in Technical Bid (Form VI) at various locations as and when required by the Bank as per quantity given in Purchase order.
- b) Providing service and comprehensive onsite support by the bidder during warranty period.
- c) Coordinating with the branches / Regional offices/ Head Office for Supply and Installation.

3. Bidders' Eligibility Criteria:

Only those bidders, who have minimum experience as given below in undertaking similar works, only need to apply for the work.

1. The bidder should be a Public or Private Limited Company/Partnership firm/ Sole proprietary concern in existence for a minimum period of **five years**.
2. The bidder should be a **manufacturer of the equipment (OEM)** for the above equipment during the **last 3 years**.
3. The Bidder should have executed contracts for supply, installation, testing, commissioning and maintenance of the equipment for which the tender is submitted to **public/ private sector banks/ government undertakings during the last 2 years**. Copies of Major Contracts executed/ Reference Letters/Purchase Orders during the last two years for the Equipment for which the tender is submitted should be enclosed.
4. The Annual Sales Turnover shall not be less than **Rs.1 Crore** for the last 3 years.
5. The net worth of the Company shall not be less than **Rs.50 Lakhs** for the last three years.
6. The company shall be earning profits for the last three years. In case the bidder company incurred losses for any reference year, a certificate from the auditors of the company certifying that the current Net worth of the company is **over Rs.50 lakhs** shall be submitted.
7. The company shall be having offices at Guntur/Vijayawada and major locations in the three erstwhile districts viz. East Godavari, West Godavari and Guntur or the company shall be able to directly provide the warranty at the locations, where the equipment are supplied.
8. The Product offered (Models of the above equipment) shall have been deployed in the market and relevant purchase orders to be submitted. Quality/ Performance/ Benchmark Certifications for the products offered, if any, shall be submitted.
9. The bidder shall provide an undertaking that the Model offered & empaneled will be available & supplied during the currency of the empanelment.
10. The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India. (A self-declaration signed by the authorized Signatory to be enclosed as per the Form-IX).
11. Bidders, who have not satisfactorily completed any of the earlier contracts with Bank, will not be eligible for participation in this tender.
12. The Bidder should have supplied minimum **100 UPS of own make (3 KVA & above)** in last three financial years to public/ private sector banks/ government undertakings in India.

4. Domestically Manufactured Electronic Products:

The Purchase preference shall be as per Annexure IV.

5. Bid Process:

As a part of this procurement process, the bank intends to empanel vendors, for a period of two years for supply, installation, testing, commissioning and maintenance of Batteries and UPS with batteries who qualify on the basis of Pre-qualifications given elsewhere in this tender document, Technical Evaluation of Batteries and UPS with batteries offered vis-a-vis the Equipment Configuration & Compliance Forms provided in the Tender Documents elsewhere to meet the bank's requirements.

The Bank intends to finalize L1 vendor, through a reverse auction process from the Technically Empaneled vendors whenever required duly furnishing the quantity of procurement by the bank. If the L1 Fails to comply with our terms and conditions the bank shall reserve the right to go with the L2 bidder if the vendor agrees the same price as L1 Quoted.

The commercial bid is generally valid for a period of **2 years** from date of empanelment as notified by the Bank with the selected L1 bidder. Bank shall review the prices once every 6 months and thereafter Bank may call for fresh short commercial bids from the technically empaneled bidders. The bank shall reserve right to renew the agreement with L1 bidder for a further period of one year, if the bank and L1 bidder mutually agree for renewal with the same rates, terms and conditions.

6. Single stage two envelop bidding:

The offer shall be submitted in sealed cover for all the products offered. The Covers should be super scribed with the headings **“Technical offer for supply, installation, testing, commissioning and maintenance of Batteries and UPS with batteries”** for Technical Bid documents and **“Indicative Commercial offer for supply, installation, testing, commissioning and maintenance of Batteries and UPS with batteries”** for Indicative Commercial Bid documents, whenever submitted.

The envelope containing **Technical Offer** should include only Company Profile (as per enclosed format) Relevant Technical Bid Form and **Standard** Printed Technical Literature/Brochure about the Product, Quality certifications for the Products and documents supporting above eligible requirements etc., for the bid.

The envelope containing **Indicative Commercial Offer**, should include only the commercial quote for the product offered as per the format enclosed and any other formats called for. **Please note that no other information other than the price & other information called for should be furnished along with this offer.**

The sealed covers containing the **Technical and Indicative Commercial** offers shall in turn be put in a sealed outer envelope to be super scribed “**Technical and Indicative Commercial offers for supply, installation, testing, commissioning and maintenance of Batteries and UPS with batteries**”.

7. RFP Fees:

The Bidder is required to submit a Demand Draft amounting to **Rs.3,000/-** (Rupees Three Thousand only) in favor of Chaitanya Godavari Grameena Bank payable at Guntur along with the bid. This is to be submitted (Transaction details in case of NEFT) in a separate envelope along with the Bid response. This amount is not refundable.

The RFP fee can be paid through the NEFT to the below account:

A/c No.79991025400017

IFSC Code: UBIN0CG7999

Payment Narration: RFP Ref. No. & Organization name

RFP Fee is exempted for the Bidders having the NSIC Certificate or MSE Certificate; Bidder has to submit the valid proofs from NSIC at the time of Bid submission.

8. Earnest Money Deposit:

- i The Bidders shall furnish EMD for Rs.2,50,000/- and valid for 6 months.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order, issued by a Scheduled Commercial Bank in India drawn in favour of Chaitanya Godavari Grameena Bank payable at Guntur, Andhra Pradesh

The EMD can also be paid through the NEFT to the below account:

A/c No.79991025400017

IFSC Code: UBIN0CG7999

Payment Narration: RFP Ref. No. & Organization name

- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in this RFP.
- vii. No interest is payable on EMD.

viii. The EMD may be forfeited: -

- The bidder withdraws his bid before opening of the bids.
- The bidder withdraws his bid after opening of the bids but before acceptance of “Letter of Intent” or “Purchase Order”.
- The selected bidder withdraws his bid / proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.
- **EMD is exempted for the Bidders having the NSIC Certificate or MSE Certificate; Bidder has to submit the valid proofs from NSIC at the time of Bid submission. But NSIC/MSE certified bidders should submit the “Bid Security Declaration” as per the Form-X duly signed and stamped by their authorized signatory.**

9. General Terms of Bid submission:

Please note the following points while submitting your offers.

- i. The bid is non-transferable.
- ii. The offers shall be made strictly as per the formats enclosed. The bids submitted by the bidders should contain all the requisite documents otherwise the bid is liable for rejection.
- iii. The Bidder shall bear all the costs associated with the preparation of the documents, submission of its bid and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- iv. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.
- v. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder. In which case the person or persons signing the bid shall initial such corrections.
- vi. The offers submitted to Bank should not bear any corrections, alterations, over writings and additions in hand writing.

- vii. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- viii. The Bidder is expected to examine the configurations given in the technical bids and provide compliances, duly providing correct configurations for which the tender is called for. If any inconsistency is observed by the bidder, the same shall be mentioned against each of such item observed and provide the offer made by them.
- ix. Any bid received by the Bank after the last date for submission of bid prescribed by the bank will be rejected and/or returned unopened to the empaneled bidder, which the concerned bidder has to collect from the Bank.
- x. At any time prior to the deadline for submission of bids, the Bank may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments. All such amendments will be notified by our web site and will be binding on all the bidders. Further, in order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion extend the dead line for submission of bids.
- xi. The company having quality certification & other certifications, for their operations, can submit. Also, the products having respective quality certifications can submit.
- xii. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 2 years after expiry of warranty period. **The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.** Bank shall reserve right to ask for **PROOF OF CONCEPT** on working of the offered models to ascertain the working and compatibility of the equipment, before considering for empanelment.
- xiii. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- xiv. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

- xv. The diagnostic features available in the system, if any, may be furnished.
- xvi. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Manuals and Media, rack etc.
- xvii. The Bank may call for a presentation either at the time of technical evaluation or at any time before commercial bid stage to satisfy itself about the capabilities of the Bidder and suitability of the products for Bank's requirement etc. The Bank may however call the Bidder to present either once or more than once depending on the need.
- xviii. Bank will prepare a list of empaneled vendors on the basis of the compliance of pre-qualification criteria as per terms of the tender documents & technical evaluation based on the technical compliance of the product offered by the bidder vis-à-vis the Equipment Configuration & Compliance forms given in the technical bid forms. Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves right to call for a presentation on the features etc., from the short listed vendors based on the technical bids submitted to make an evaluation.
- xix. Bank reserves right to call for Fresh tenders at any point of time after procuring the quantity for which commercial bids were called for, in case any change in technical specifications in the equipment and empanel the bidders.
- xx. Bank reserves right to waive any minor informality, non-conformity or irregularity in technical bid which does not constitute a material deviation.
- xxi. Bank reserves the right to reject this invitation to RFP, in part or full, or cancel the entire procurement process at any stage without assigning any reason. In such a case, bank will not entertain any correspondence in the matter.
- xxii. Bank does not bind itself to accept the lowest bid (L1).
- xxiii. The decision of the bank shall be final and binding with regard to technical and financial bids and the reverse auction process.
- xxiv. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
- xxv. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ financial bid.

- xxvi. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
- xxvii. Bank reserves the right to accept or reject any /all tender/s in part or whole of any firm/ firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.
- xxviii. Bank reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on Bank official website (www.cggb.in) only.
- xxix. Tenders received late on account of any reason whatsoever as also Telegraphic and Faxed Tenders shall not be entertained.
- xxx. The tender shall not include any conditions whatsoever. In case, any conditions are included in the Tender the same shall not be taken in to consideration. The tender in such cases is liable to be rejected. Clarification, if any, shall be obtained from Bank before submission of the tender.
- xxxi. Bank shall not be responsible for any damage to the equipment during transit.
- xxxii. The supplier shall arrange the acceptance test at the site.
- xxxiii. On arrival of the equipment on site, the tenderer shall arrange for the following services without extra cost to the Bank, namely:
- (a) To carry out on-site unpacking and positioning of the equipment for installation.
 - (b) To install and test the equipment.
- xxxiv. Bidders are required to submit Undertaking of Authenticity for the supplied hardware.
- xxxv. Bank reserves the right to partly accept any or all the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by Bank for negotiation etc., if required.

xxxvi. Written requests/mail requests for clarification (pre-bid queries) may be submitted to the Bank prior to the date mentioned for the submission of pre-bid queries and clarifications for such queries shall be provided by the Bank through Clarifications /Addendums placed in Banks website www.cggb.in. All pre-bid queries to be forwarded to services@cggb.co.in, gm-ho@cggb.co.in, hod-services@cggb.co.in on or before 11-09-2024 04:00 PM.

xxxvii. Pre bid meeting shall be virtually conducted on 12.09.2024 (10.30 A.M.). Bidders who want to participate in pre bid meeting are to inform their Email IDs by sending Email to services@cggb.co.in, gm-ho@cggb.co.in, hod-services@cggb.co.in on or before 11-09-2024 04:00 PM for sharing [link to participate in the virtual pre bid meeting](#).

xxxviii. It will be the responsibility of the successful vendor to affix the Asset tags on each hardware being supplied by them to the Bank. The Asset Tags so printed by the successful vendor must have the company's logo of the vendor along with other details like call logging no., mail id etc. The asset tag details for the hardware would be mutually decided by the Bank and the successful vendor.

xxxix. For each component installed, the Supplier is required to train the Bank's designated personnel to enable them to operate effectively. Documentation of installation has to be provided after successful installation as per the Annexure-IV.

xl. The selected bidder has to submit the acceptance of terms and conditions mentioned in the Purchase Order within 7 days from the issue of Purchase Order duly signed by the authorized signatory.

10. Price Composition:

The empaneled bidder should comply with the following terms & conditions with respect to the Commercial Bids enclosed/ as and when called for and note:

(a) The pricing structure should be furnished strictly as per our format and price quoted should be only in Indian rupees.

(b) The quoted price should be **all-inclusive price** (i.e., including Technical GST and if any, Excise Duty, Sales Tax, VAT, any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, if required, Installation, testing and warranty period charges. The total price shall also include cable connectors, Technical/User Manuals) and **shall be applicable uniformly to any part of the country in case Bank prefers to place repeat**

orders for different locations. No additional charges/ management fee of any kind will be reimbursed. However, Octroi/ Entry Tax/ Road Permit will be reimbursed as per actual, subject to production of original receipts and other relevant documents.

11. Payment Terms:

Bank's Standard payment terms are only applicable. **No advance will be paid against the Purchase Order.** As per the present policy, 95% of the cost of the equipment will be paid against proof of delivery of equipment and installation, testing and the final 5% will be kept by the Bank as retention money, during the warranty period for Batteries and UPS (3 years) and the same will be released after the warranty period for Batteries and UPS (3 years) after deduction of penalty if any. The bank may release the retention money after submission of Performance Bank Guarantee for equivalent value (5%) valid for entire warranty period from a scheduled commercial bank except Chaitanya Godavari Grameena Bank.

In the case of a situation where the vendor could not install the equipment procured due to the problem of site not ready for a period of one month from the date of delivery, 75% of the cost of equipment will be paid against delivery subject to production of invoice, delivery challan and other documents showing proof of site not ready with a letter of confirmation stating that the installation will be done under PO terms as & when required by the bank. **Bank will not consider any other payment terms even if it is mentioned in the offer letter.**

12. Penalty for downtime:

The item that is reported to be faulty/malfunctioning should be fully repaired on the same day, if no spares are required and next working day, if spare are required. In case of vendor failing above standard, a standby UPS/Batteries should be provided till the UPS is repaired (Of equivalent or higher configuration). In case vendor fails to meet the above standards of maintenance, there will be a penalty of Rs.250/- per day.

The supplier must rectify the service call within 24 hours duration from the intimation of the fault. The call should be attended on 24/7/365 days basis during warranty period.

13. Fall clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems/subsystems/services/solutions software in a comparable business circumstances at a price lower than that offered in the present bid in respect of any other public sector bank in India/PSU/Ministry or Dept. of Govt. of India or any PSU and if it is found at any stage that similar product/system or subsystems were supplied by the bidder to any other ministry/Dept. of Govt. of India/PSU at a lower price, than that vary price, with due allowance for elapsed

time, will be applicable to the present case and the difference in the cost would be refunded by the bidder to the buyer, if the contract has already been concluded.

14. Indemnity Clause:

The successful bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses including Bodily injury or Death and damage to real property and tangible property for causes attributable to the Bidder. The Supplier shall also indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.

15. Evaluation process:

15.1 Technical bids will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the RFP. Financial bids of only those vendors, who qualify in the technical evaluation, would be opened.

15.2 Bank reserves the right to reject any or all offers under any of the following circumstances: -

- i. Bid security / bid document fee is not submitted.
- ii. Offer is incomplete and / or not accompanied by all stipulated documents.
- iii. Offer is not in conformity with the terms and conditions stipulated in this document.

Technical evaluation procedure:

The maximum score in the technical evaluation is 100 (as given in the table - Scoring Pattern)

At a minimum, the following parameters will be considered for evaluation

UPS evaluation for following components:

- Reference details i.e. Batteries and UPS supply, implementation and maintenance experience.
- Service centers existence
- Support Team Strength.

Bidders are required to score a minimum of 75 in the technical evaluation to be considered for commercial evaluation.

The bidder shall provide references (including Referee names and contact details) and a document on supply, installation, testing, commissioning and maintenance of Batteries and UPS in respect of major projects as stated.

The bids will be technically evaluated based on the data provided by the Bidder as a part of the response in addition to all the assertions provided.

Scoring Pattern:

Scoring Parameter	Marks
UPS evaluation I - based on compliance to general eligibility criteria and specification.	40
UPS evaluation Component II - based on the previous experience of the bidder in supply, installation, testing, commissioning and maintenance of Batteries and UPS. Service centres, support strength etc. credentials.	30
Telephonic/ web based interview for References regarding delivery time commitment, support extended and feedback about the quoted product.	30
Total	100

Total Technical Bid Score:

- The total technical bid score would be sum of the scores obtained by the Bidder in each of the above categories.

Only the bidders who qualify the technical evaluation criteria will be considered for commercial evaluation

16. Period of validity:

The prices quoted shall be valid for a minimum period of 12 months from the last date for submission of offers and applicable for the quantity projected for procurement by the bank.

17. Liquidated Damages:

Bank reserves the right to charge penalty for delayed deliveries at the rate of 0.50% per week without prejudice to its other rights, if not delivered within 2 weeks for UPS with Batteries and 2 to 3 days for Batteries from the date of purchase order. The penalty may be increased to 1% per week for the delay beyond 2 weeks from the stipulated delivery date. Also, Bank reserves right to cancel the Purchase Order not executed as per terms of offer under this tender documents and initiate steps de-empanel the bidder from the empaneled list if the agreed time lines for delivery are not met by the bidder or defaults in supply of equipment under the Purchase Orders placed.

Service Level Agreement and Penalty: The Service level calls are to be attended on top priority within one day from the date of call-logging during the warranty period.

- 1) Service Call not involving any hardware/spare parts replacement to be resolved within 8 hours or next business day from call logging. If not resolved penalty Rs.500/- per day will be levied.

- 2) Service call involving hardware/spare part replacement to be resolved within 2 days from the date of call logging. If not resolved penalty Rs.500/- per day will be levied.

After bid finalization, SLA agreement needs to be executed by the winning bidder with Bank.

The penalty will be adjusted by from any pending payment payable by Bank to the vendor and is capped at 10 % of TCO.

18. Penalty for delay of Installation:

Bank reserves the right to charge penalty for delayed installation at the rate of 0.50% per week without prejudice to its other rights, if not installed within 2 days from the date of delivery. The penalty may be increased to 1% per week for the delay beyond 1 week from the stipulated installed date. If the site is not ready from Bank, then installation delay penalty is not applicable, however vendor has to submit the original site not ready report duly signed and stamped by the Branch.

The penalty will be adjusted by from any pending payment payable by Bank to the vendor and is capped at 10% of Item Value.

19. Warranty:

The unit rate quoted by the bidder should include 3 years onsite comprehensive warranty for UPS and 3 years onsite comprehensive warranty for Batteries from the date of installation.

Warranty terms & conditions shall cover the total equipment, including spare replacements procured from the vendor, with maintenance (Minimum 9/6 support) for calls logged by FAX, email, telephone and onsite support, if any required. Warranty terms shall also cover the task of configuring/re-configuring of Batteries and UPS, configuration of hardware resources, procured either from the bidder or any other vendor, Performance tuning, integrating with the other hardware procured by the bank and any other tasks related to Hardware Management. In the case of authorized/ channel partners, Warranty shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified. Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to 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.

Further, the supplier is also required to provide Technical / Maintenance support for the items supplied, for the period of warranty.

20. Term of execution of work:

The vendor shall deliver and complete the installation of all the devices within 2 weeks from the date of issue of the Purchase Order.

21. Delivery Condition:

21.1 The UPS with Batteries should be delivered within 2 weeks from the date of purchase order and installation to be completed within 2 days from the date of delivery.

21.2 The delivery of Batteries may be within 2 to 3 days from the date of purchase order.

21.3 The vendor may prepare three sets of Installation reports for each item countersigned by Bank representative, one to be submitted to respective Branch at the time of Installation, one copy to be submitted along with the bill and one to be retained by the vendor.

21.4 The products will be accepted by Bank only after completion of installation, testing and due signing of the installation reports. The vendor shall insure the products against any damage arising due to transportation and handling at both vendor location as well as delivery location.

21.5 If the vendor fails to deliver all the products ordered within the stipulated time schedule or by the date extended by Bank, it will be a breach of contract. In such case, Bank may foreclose bid security amount without any notice.

22. Offer Validity Period:

The offer should remain valid for a period of 03 months from the date of opening of price bid. Bank reserves the right to request the vendors for extension of offer validity.

23. No Price Variations:

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered during the offer validity period.

24. No commitment to accept lowest or any tender:

Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever.

25. Right to alter quantities:

25.1 Bank will be free to either reduce or increase the quantity to be purchased on the same terms and conditions. Bank reserves the right to alter quantities.

25.2 Bank also reserves the right to place further / repeat order at the special rates offered.

26. Order Cancellation:

If the vendor fails to deliver all products ordered within the stipulated time schedule or by the date indicated by Bank, it will be a breach of contract. In such case, Bank reserves the right to cancel the order without assigning any reason therefor and may foreclose bid security amount without any notice.

27. Commercial Evaluation:

The commercial evaluation will be done as per the commercial bids submitted by bidders. The Commercial Bids of the Technically Empaneled vendors will only be considered for commercial evaluation. The date and time of opening commercial bids will be informed to such technically empaneled vendors later.

The Technically Qualified bidder with the lowest Commercial Bid would be declared as L1. The bidder whose price bid is accepted (L1 bidder) will be referred to as "Selected Bidder" and the bank will notify the name of the Selected Bidder.

The envelope containing Commercial Offer should include only the commercial quote for the product offered as per the format enclosed. Please note that no other information other than the price & other information called for should be furnished.

28. Empanelment of vendor:

The lowest bidder will be selected as L1 vendor and order will be placed on the L1 vendor. The bidder shall provide an undertaking that the Model offered & empaneled will be available & supplied during the period of the empanelment.

29. Right to Accept/Reject the Offer:

Bank reserves the right to accept or reject any offer submitted in response to this RFP and to annul the process at any time prior to placing of purchase order, without thereby incurring any liability to the affected vendor or any obligation to inform the affected vendors of the grounds for Bank's action.

No columns of the tender should be left blank. Offers with insufficient information and Offers, which do not strictly comply with the stipulations given above, are liable to be rejected.

Bank may accept or reject, in full or in part, any or all the offers, without assigning any reason thereof whatsoever in writing.

The Bank will not be obliged to meet and have discussions with any bidder and / or to entertain any representations in this regard.

30. Integrity Pact:

Bank believes in total transparency, integrity and accountability in its functioning. As per the directions of CVC, Bank proposes to execute Integrity Pact with the bidder focused on enhancing transparency in its business transactions, contracts and procurement processes.

The bidder shall submit the bid/tender along with the “Integrity Pact”, as per *Annexure I* on a non-judicial stamp paper of Rs.100/- along with the bid/tender document, duly signed on all pages and the details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the bid document and has the authority on behalf of the C.E.O of the company he represents.

The non-judicial stamp papers are to be purchased in the name of the Bidder or Bank and the date of purchase should not be earlier than six months of date of execution.

The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. If the contents of the Integrity Pact are changed by the bidder, the bid will be rejected.

The bidder shall submit the Integrity Pact duly signed by the person(s) signing the bid. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The signed Integrity Pact should be enclosed with the technical offer of the bid only. Bids received without the signed Integrity Pact and/or without details filled in shall be rejected.

31. Dispute Resolution, Governing Law and Jurisdiction:

All disputes and differences of any kind, whatsoever, shall be referred by either party (the Bank or the Bidder), after issuance of 30 days’ notice on writing to the other, clearly mentioning the nature of the dispute/differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the disputes and differences strictly under the terms and conditions of this contract, executed between the Bank and the Bidder. The arbitration shall be governed by the provisions of the applicable Indian Laws. The award shall be final and binding on both the parties. The venue for arbitration shall be at Guntur, AP.

32. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty 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 restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

33. Confidentiality:

The RFP document contains confidential information proprietary to the Bank. The Bank is bound by an agreement of confidentiality and secrecy with regard to the dealings of all customers, particularly the borrowers. The selected Bidder shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The Bidder shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. The Bank is entitled to be indemnified by the Bidder for any loss/damage to reputation and / or for any breach of confidentiality. The information referred to shall include but not restricted to any and every information concerning the Bank and its customers which the Bidder comes to know only on account of his being associated with the Bank through the contract which the Bidder otherwise would not have had access to. The Bidder shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the Bank. Any reproduction of this RFP by Photostat/Electronic or any other means is strictly prohibited without prior consent of the Bank.

34. Important Points:

The Bid shall be submitted with following documents in the same sequence without which the tender will be summarily rejected. **All the pages in the respective bids should be serially numbered and signed by the authorized person.**

I) TECHNICAL BID COVER:

- 1) Technical Bid Forms I to V along with Audited Balance Sheets, Copies of Reference Letters, Quality Certification Letters, Product Literatures etc.
- 2) Equipment Configuration & Compliance Technical Bid Form -VI
- 3) Pre-qualification criteria compliance format as per Form-VII enclosed.
- 4) Undertaking Letter on the Letter Head of the Bidder - Form - VIII enclosed.
- 5) Self-Declaration - Blacklisting - IX enclosed & Bid Security Declaration-X.
- 6) RFP Fee DD& EMD DD or NEFT transaction details.
- 7) Any Other documents, forms, letters etc. supporting above information.
- 8) Pre contract integrity pact.

II) COMMERCIAL BID COVER:

- 1) Commercial Bid Format Form- A& B.

P MARUTHI RAM
General Manager

Encl: Technical Bid Form-I to X, Annexure - I to V
Commercial Bid Form-A & B

TECHNICAL BID FORM**FORM-I**

(RFP for supply, installation, testing, commissioning and maintenance of Batteries and UPS)

Company Profile

1. Name of the Company:
2. Address of Registered Office / Head Office:
3. Phone Number (with STD Code)
4. Fax Number
5. E-mail id
6. Constitution (Public Ltd. Co., / Pvt. Ltd. Co./ Partnership/ Proprietary Concern etc.)
7. Date of Establishment:
8. Category of the Firm - OEM/ Authorised Dealer
Distributor of OEM/ Gold partners/ Any Other
9. Authorization Certificate from the Manufacturer (MAF) is Attached:
Yes/No
10. Name of Chief Executive:
11. Name of Local Contact Person and Phone No at Guntur/Vijayawada:
12. Location of Factory, if applicable:
13. Line of Activity:
14. Date from which the product offered in the tender are marketed:
15. Products Developed / Serviced (Attach product literature)
16. Details of Quality Certifications Obtained for the Company & its Products,
such as ISO-9001:2000 etc. (attach Xerox copies).
17. Total Number of Employees:

Date:

Signature of Authorized Official with Seal

TECHNICAL BID FORM**FORM-II**

(RFP for supply, installation, testing, commissioning and maintenance of Batteries and UPS)

Particulars of Company's own Offices / Service Centers.

Number of Offices: Within Andhra Pradesh.:

Rest of India:

Total Number of Offices:

Number of Service Centers: Within Andhra Pradesh:

Rest of India:

Total Number of Offices:

Please furnish information about Regional/ Branch Offices/ Service centers in the following format separately for Offices & Service Centers.

Bank Regional Offices Locations	Location of Bidders Office/Service Centre nearest to the corresponding Bank's Regional Office.	Address	Name of Person In-charge and Phone No	No. Of Qualified Support Engineers & their qualifications	Whether adequate trained Manpower, knowledge base & stock of spares available for support
Rajahmundry					
Guntur					
Narasaraopeta					
Eluru					

Date:

Signature of Authorized Official with Seal

TECHNICAL BID FORM**FORM-III**

(RFP for supply, installation, testing, commissioning and maintenance of Batteries and UPS)

Particulars of Service Centers Managed by Third Parties / Franchisee (In case of OEM)

Number of Offices: Within Andhra Pradesh:

Rest of India

Total Number of Offices

Bank Regional Offices Locations	Location of Bidders Office/Service Centre nearest to the corresponding Bank's Regional Office.	Address	Name of Person In-charge and Phone No	No. Of Qualified Support Engineers & their qualifications	Whether adequate trained Manpower, knowledge base & stock of spares available for support
Rajahmundry					
Gunutr					
Narasaraopeta					
Eluru					

Date:

Signature of Authorized Official with Seal

TECHNICAL BID FORM**FORM-IV**

(RFP for supply, installation, testing, commissioning and maintenance of Batteries and UPS)

- A. List of Major Banks and related references: (to whom the above equipment/s are supplied during the last three years - provide copies of purchase orders related to major contracts executed)**

Name of the Bank & contact details	Details of equipment supplied

- B. Reference details of major contracts executed for the above equipment (Please furnish details based only on installations made during the year April 2021 to April 2024. Attach reference letters/credential letters for the orders/contracts executed/Purchase Orders.)**

Sl No	Name of the Buyer	Contact Person (Authorized person)	Phone No	Equipment Supplied

Date:

Signature of Authorized Official with Seal

TECHNICAL BID FORM**FORM-V**

(RFP for supply, installation, testing, commissioning and maintenance of Batteries and UPS)

1. Financial Position (Enclose copy of Audited statements)

(In Rs. in Lakhs)

	2020-21	2021-22	2022-23	2023-24
Audited (A) / Provisional (P)	(A)	(A)	(A)	(A/P)
Net worth				
Sales Turnover				
Profit after Tax				

Please fill all the above columns (do not leave any column blank) & attach annual reports / duly audited financial statements/auditor certifications at least for the latest two financial years.

Date:

Signature of Authorised Official with Seal

(Technical Specifications for 3 KVA UPS)**Brand:****Model No.:**

S. No.	Description	Specification	Complied/Not Complied with relevant details
1	UPS Capacity	3 KVA (Single Phase Input Single Phase Output)	
2	Technology		
2.1	Type of UPS	Double Conversion On line UPS with inbuilt input side isolation transformer in the same cabinet	
2.2	Inverter Technology	Plus Width Modulation	
2.3	Inverter components	IGBT (Insulated Gate Bipolar Transistor)	
2.4	Switching Frequency	≥ 12 KHz	
3	Input		
3.1	Input Voltage	170 V - 280 V at full load, 120 V - 280V at 50% load	
3.2	Input frequency	45-55 Hz	
3.3	Input power factor	≥ 0.99	
3.4	Input THDi	$< 10\%$	
3.5	UPS should work on generator power also		
4	Output		
4.1	Output Power	2.4 KW	
4.2	Output Voltage	230 V $\pm 1\%$	
4.3	Output frequency	50 Hz ± 0.5 Hz	
4.4	Output Waveform	Pure sine wave	
4.5	Overload Capacity	105 to 110% for 10 minutes 111 to 130% for 1 minute 131 to 150% for 3 seconds	
4.6	Load Power factor	0.8 lag to unity	
4.7	total harmonic contents	$< 3\%$ on linear load $< 5\%$ on non-linear load	
4.8	Transient response	$\pm 5\%$ recovery in not more than 2 Cycles	
4.9	Crest Factor	03:01	
5	Inverter efficiency	90%	
6	Overall efficiency	$\geq 84\%$	
7	Battery Charger Type	Constant voltage-current limited type using solid state devices	

8	Battery make and type	12 V SMF/VRLA batteries with 3 years warranty * Batteries rebranded/ marketed under company names who does not have their own manufacturing facility is not accepted under this proposal.	
9	DC Voltage of the system	96 VDC	
10	Ampere voltage	9600 VAH for 2-3 hrs backup	
11	Battery Housing	Powder coated MS steel stand	
12	LCD display/LED Indicator for	1. Mains on 2. Battery on charge 3. Output ON 4. Low Battery 5. DC Under or over voltage 6. Output Over voltage 7. Overheat/Overload 8. Load on Inverter 9. Load on static Bypass 10. Battery/load level indication	
13	Battery back up	3 hours backup in full load AH of battery: 100 AH No. of Batteries: 8 Nos	
14	Isolation Transformer	At the input in-built	
15	Protection Grade	IP 20	
16	Warranty	3 years for both UPS and Batteries	
17	i) ISO 9001:2015 for UPS and battery ii) ISO 14001:2015 for UPS and battery iii) OSHAS 18001:2007 or ISO 45001:2018 for UPS and battery iv) CE, BIS certification for UPS model quoted (PEP not mandatory) v) EN 62040-1, EN 62040-2, IS 16242-Part 1, IEC 62040-3		

The Batteries delivery & installation should be done within 2 to 3 days

- Batteries: 100 AH
- Battery make: Quanta/Exide
- Battery life: 3 Years

**Date:
Seal**

Signature of Authorized Official with

TECHNICAL BID FORM**FORM-VII**

ASTATEMENT OF PRE-QUALIFICATION OF RFP FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF BATTERIES AND UPS with Batteries:

S No	Pre-qualification Criteria	COMPLIANCE
1	Company existence for a minimum period of 5 years	
2	Should be manufacturer during the last 3 Years	
3	Should have executed contracts for Supply of Equipment for Public/ Pvt. Sector Banks/ Govt. undertakings during the last 2 years (Enclose Copies of reference letter /credential letter)/P.O.	
4	Product must have been deployed in the Market and working satisfactorily (Enclose Copies of Product brochures / literature)	
5	Annual Sales Turnover not less than Rs. 1.00 Crore for last 3 years (Provide in Crores & Enclose audited Balance Sheets) 2021 - 2022 2022 - 2023 2023 - 2024 (Audited/Provisional)	
6	Net worth not less than Rs.50 lakhs for last 3 years (Provide in Crores) 2021 - 2022 2022 - 2023 2023 - 2024 (Audited/Provisional)	
7	Shall be Earning Profit for the last Three Years (Provide in Crores) 2021 - 2022 2022 - 2023 2023 - 2024 (Audited/Provisional) In case the bidder company is in losses for any of the years, it should submit a certificate from the auditor confirming that the Net worth in the relevant period is over Rs.50 lakhs .	
8	Shall be having Support Services in the operational area of the bank i.e. erstwhile East Godavari, West Godavari and Guntur districts of A.P (provide Numbers) OWN: Toll free no. / Helpdesk no.: OEM Branch/Dealer/ Franchisee: Toll free no. / Helpdesk no.:	
9	Quality/Performance/Benchmark Certifications for the products, Service etc., If any	
10	Should have supplied minimum 100 UPS of own make (3 KVA & above) in last three financial years to Banks/FIs/Govt. organizations/Leading corporates in India	

Date:**Signature of Authorised Official with Seal**

TECHNICAL BID FORM**FORM - VIII****FORMAT UNDERTAKING LETTER ON THE LETTER HEAD OF THE BIDDER**

Place:

Date:

To,
The General Manager,
Chaitanya Godavari Grameena bank
Head office, 3rd Floor, Raghu Mansion
4/1, Brodipet
Guntur - 522 002.

Dear Sir,

Ref: Your Tender Reference No: Dated: for Supply, Installation,
testing Commissioning and maintenance of Batteries and UPS.

With reference to the above, we hereby confirm that we are the manufacturer
of the following equipment.

Group: A Item	Make of Equipment	Model

We confirm that the above equipment are original make and all the components used in the equipment are of original make as per configuration offered and all the deliverables will be supplied with the authorised license certificates in the name of the bank. If found contrary, we undertake to replace the component/ equipment with the original ones at our own cost and under such circumstances, bank reserves right to levy penalty for the lapses. If the equipment supplied is not working properly, the same shall be replaced with a new equipment at our cost. We hereby confirm that the Model offered & empaneled will be available & supplied during the currency of the empanelment, if the commercial bid is declared as L1. We undertake to service the equipment for 6 years from the date of procurement as per the terms of RFP. We further confirm that we have read all the points of the RFP document and shall comply & abide by that. We undertake to enter in to an SLA agreement as per the RFP document for warranty Services with Bank.

We, further, confirm the following services will be provided during the process of supply, installation, testing, commissioning and maintenance.

- a) Configuring the equipment as per the requirement of the Bank
- b) Integrating the equipment with the necessary infrastructure and other peripherals/ equipment purchased from different vendors in co-ordination with them.
- c) Coordinating with the branches/ offices for obtaining Road Permits, Delivery, Installation by coordinating with other agencies/vendors of other equipment, if required.
- d) Assists the Banks authorized representatives for undertaking the inspection at their factory/ on site as per the banks instructions, if required by bank.
- e) If required by the bank, arrange for delivery of the equipment at D I T / Regional Offices for configuring etc. as per banks requirement and arrange for delivery at the locations required by the bank.

Further, we are agreeable for all the terms & conditions of supply, installation, commissioning and maintenance of Batteries and UPS.

Yours Faithfully,

(Name, Designation, Address, Phone Number of the
Authorised Signatory with Company Seal)

Self-Declaration - Blacklisting

To
The General Manager,
Chaitanya Godavari Grameena bank
Head office, 3rd Floor, Raghu Mansion
4/1, Brodipet
Guntur - 522 002

Dear Sir,

Sub: RFP for technical and commercial empanelment of vendors for supply, installation, testing, commissioning and maintenance of Batteries and UPS

Ref: Your RFP Ref. No:099/51/RFP/2024-25/06, Date: 02.09.2024

We hereby certify that; we have not been blacklisted by any State or Central Government Department/Public Sector Undertaking/Banks till date.

With kind regards

Yours sincerely

Authorised Signatory:

Name:

Title/position:

Date:

Company Seal:

duly authorised for and on behalf of

Bid Security Declaration Form

To
The General Manager II,
Chaitanya Godavari Grameena bank,
Head office, 3rd Floor, Raghu Mansion,
4/1, Brodipet,
Guntur - 522 002.

We, the undersigned, declare that:

We understand that bids must be supported by a Bid Securing Declaration.

We accept that we may be disqualified from bidding for any contract with the bank for a period of five years from the date of notification if we are in a breach of any obligation under the bid conditions,

- The bidder withdraws his bid before opening of the bids.
- The bidder withdraws his bid after opening of the bids but before acceptance of "Letter of Intent" or "Purchase Order".
- The selected bidder withdraws his bid / proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of the RFP in the process of evaluation and up to submission of Performance Bank Guarantee.

We understand this Bid Securing Declaration shall cease to be valid if we are not the successful Bidder or after the expiration of the validity of our Bid.

With kind regards

Yours sincerely

Authorised Signatory:

Name:

Title/position:

Date:

Company Seal:

duly authorised for and on behalf of

Annexure I

PRE CONTRACT INTEGRITY PACT

Chaitanya Godavari Grameena Bank hereinafter referred to as "The Principal", andhereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(a) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors(IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

i) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process. The firm will be banned from all future business dealings also.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders/ Contractors

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Chaitanya Godavari Grameena Bank

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform chairman, Chaitanya Godavari Grameena Bank and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman, Chaitanya Godavari Grameena Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman Chaitanya Godavari Grameena Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman Chaitanya Godavari Grameena Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The work '**Monitor**' would include both singular and plural.

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 10 - Other Provisions

1. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of Bidder/Contractor)

Date :

Witness 1: _____ Witness 2 : _____
(Name &Address) (Name & Address)

INDICATIVE COMMERCIAL BID

FORM-A

Place:

Date:

TO

The General Manager
Chaitanya Godavari Grameena bank
Head office, 3rd Floor, Raghu Mansion
4/1, Brodipet
Guntur - 522 002

Dear Sir,

Reg: Supply, installation, testing, commissioning and maintenance of Batteries and UPS with batteries.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the -----
---(equipment name), in conformity with the said Bidding documents for the sum of(Rs.) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the Batteries and UPS in accordance with the delivery schedule specified in the Schedule of Requirements/ purchase orders issued from time to time.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to prescribed percent of the each of Purchase Order Price, placed on us, for the due performance of the Contract in the form prescribed by the Bank.

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

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".

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

Dated this..... Day of.....2024

(Signature)

(Name) (in the capacity of)

Duly authorized to sign Bid for and on behalf of

INDICATIVE COMMERCIAL BID

FORM-B

(RFP for supply, installation, testing, commissioning and maintenance of Batteries and UPS)

(Amount in Rs.)

UPS/Battery Capacity	Unit price of item*	Buy back amount	Total price
	a	b	(a-b)
UPS: 3 KVA (Only UPS)			
Battery: 100 AH (Only 1 Battery)			
3 KVA UPS with 100 AH (8 Nos) Battery			
TOTAL			

* The price should include the costs of all the materials such as stands, cables etc. to make the UPS & Batteries operational.

OTHER TERMS & CONDITIONS:

1	Expected delivery Period: For UPS with Batteries: within 2 Weeks For Batteries: within 2 to 3 days	
2	The quoted price should be all-inclusive price (i.e., including GST, if any Excise Duty, Sales Tax, VAT, any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, if required, Installation, testing and warranty period charges. The total price shall also include Technical/User Manuals, Driver/ Utility Compact Disk) and shall be applicable uniformly to any part of the country in case Bank prefers to place repeat orders for different locations. No additional charges/ management fee of any kind will be reimbursed. However, Octroi/ Entry Tax will be reimbursed as per actual, subject to production of original receipts and other relevant documents.	

Further, we declare that all the terms & conditions as per the RFP are agreeable to us.

Date:

Signature with Official seal

Annexure II

Business Rules and Terms & Conditions of Reverse Auction

Reverse Auction event will be carried out among the technically qualified bidders, for providing opportunity to the bidders to quote the price dynamically for the procurement for which this RFP is floated.

Applicability:

Reverse Auction is carried out under the framework of rules that are called Business Rules.

All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed Annexure-RA-1 enclosed as annexure.

Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

Eligibility of Bidders to participate in Reverse Auction:

Bidders, who are technically empanelled and accept the Business Rules, Terms & Conditions of Reverse Auction and submit the undertakings as per Annexure-RA-1, can only participate in Reverse Auction process. Bidders not submitting the above undertaking or submitting with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.

Compliance / Confirmation from the Vendor:

The bidder participating in the Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:

- a) Acceptance of Business Rules for reverse auction and undertaking as per format in Annexure-RA-1.
- b) Agreement between service provider and vendor (This format will be given by the service provider prior to announcement of Reverse Auction.)
- c) Letter of authority authorising the name/s of official/s to take part in Reverse Auction as per the format Annexure-RA-2.

Training

The Bank will facilitate training for participation in Reverse Auction either on its own or through the Service Provider for the Reverse Auction.

Where necessary, the Bank/Service provider may also conduct a 'mock reverse auction' to familiarize the bidders with the Reverse Auction process.

Any bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance at a later date.

Total Cost of Ownership (TCO)

Total Cost of Ownership (TCO) refers to the aggregate amounts payable by the Bank for transfer of ownership.

TCO shall encompass but not limited to the following:

- a.) Cost of supply of Batteries and UPS
- b.) 3 years warranty for each item.

Date / Time for Training

The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.

The Bank shall endeavour to fix such Date/Time at mutual convenience to the bidder/s, Service Provider and the Bank.

No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either Reverse Auction or the whole process of selection of Vendor.

Date / Time of Reverse Auction

The Date and Time of commencement of Reverse Auction as also the Duration of 'Reverse Auction Time' shall be communicated at least 4 days prior to such auction date.

Any force majeure or other conditions leading to postponement of auction shall entitle the bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

Conduct of Reverse Auction

The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

The Reverse Auction may be conducted by the Bank itself or through a Service Provider specifically identified/appointed/empanelled by the Bank.

Service Provider's Role & Responsibilities

In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the Service provider hosting the web portal for the Reverse Auction.

For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each bidder as per the format designed by the Service Provider for this purpose.

The Bank shall resolve any points/issues concerning such agreement of the bidders and Service Provider. While a Service Level Agreement (SLA) by the Bank with the Service Provider is an agreement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to the bidders for fair and transparent conduct of Reverse Auction.

The Service Provider at the end of each reverse Auction shall provide the Bank with all details of the bids and the reports of Reverse Auction. The Service Provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

Training and Auction

Service Provider/auctioneer is responsible for conduct of adequate training to all technically qualified bidders representing the Reverse Auction and bidding process. Each bidder shall participate in the training at his/their own cost.

Wherever it is considered necessary and asked by the bidders or as decided by the Service provider/auctioneer or by the Bank, a mock auction may also be conducted for the benefit of all concerned.

Authorized representatives of the bidders named in the authorization letter given by the bidders (Annexure-RA-2) shall be given unique user name and password by the Service Provider/auctioneer.

Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

All the bids made from the log-in ID given to the bidders shall ipso-facto be considered bid made by the bidder to whom log-in ID and password were assigned by the Service Provider/auctioneer.

Any bid once made through the registered log-in ID/password by the bidder cannot be cancelled. The bidder, in other words, is bound to sell the 'Offering' as per the RFP at the bid price of TCO.

Every successive bid by the bidder being decrement bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

The Bank shall conduct the Reverse Auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a 'TIE' in bids.

Proxy Bid

A proxy bid is one where the bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him in participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

When proxy bid is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in the bidding process.

Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

During the training, the issue of proxy bidding will be clarified in detail by the Service Provider/auctioneer.

Transparency in Bids

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

Masking of Names

Name of bidders shall be anonymously masked in the Reverse Auction process and the bidders will be given suitable dummy names.

After completion of Reverse Auction, the Service Provider/auctioneer shall submit a report to the Bank with all details of bid and the original names of bidders as also the L1 bidder with his/their original names.

Start Price

Bank shall determine the start price either on its own or through the indicative commercial bid. Based on the price band so informed by the vendors, Bank would determine the start price for Reverse Auction.

Decremental Bid Value

The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The bid decrement value shall be Rs.10,000/- or 0.50% of the start price of the Reverse Auction, whichever is higher.

The bid decrement value shall be rounded off to the nearest thousands of rupees. For the sake of convenience of the bidders, the web portal shall display the next possible decrement value of the bid. It is not, however, obligatory on the part of the bidders to bid at the next immediate lower level only. That is, bids can be even at multiple levels lower than the immediate lower level.

Copy of Business Rules

The Bank shall supply copy of the Business Rules to any bidder wishing to participate in the Reverse Auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

The Bank shall also send/handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of Reverse Auction process will alone be considered as final and binding.

Reverse Auction Process

In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder.

The Bank shall however, be entitled to cancel the procurement through Reverse Auction process, if in its view procurement through Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

Expenditure on Reverse Auction

All expenses of Reverse Auction shall be borne by the Bank.

The bidders, however, shall attend the training or mock auction at their own cost.

Change in Business Rules

Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a committee of Senior / Top executives of the Bank.

Any / all changes made in Business Rules shall be uploaded in the Bank's website immediately.

If any Reverse Auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

Don'ts Applicable to the Bidders

No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice of the Bank, the Bank shall disqualify the bidder/bidders concerned from the Reverse Auction process.

Bidder shall not disclose details of his bids or any other details concerning the Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

Neither Bank nor Service Provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure etc. Bank shall, however, entertain any such interruptions, problems with an open mind and fair degree of transparency in the process before deciding to stop or extend the auction.

Grievance Redressal

Any aggrieved bidder through Reverse Auction process can make a complaint in writing within 48 hours of the Reverse Auction to the Bank.

The Grievance Redressal Committee formed by the Bank shall give a personal hearing to the aggrieved bidder and decide upon the complaint/grievance.

Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on the bidders participating in the Reverse Auction.

Errors and Omissions

On any issue or area of material concern in respect of Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

Place:

Date:

Annexure-RA-1 (to be submitted on company letter head by all Bidders participating in Reverse Auction)

To,
The General Manager
Chaitanya Godavari Grameena Bank
Head Office, 3rd Floor, Raghu Mansion
4/1, Brodipet, Guntur - 522 002

Date:

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP ref no _____ dated _____ for supply of Batteries and UPS to our branches.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank in the RFP document including all annexures and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of the event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of the RFP.

Signature with company seal

Name:

Company/Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative:

Signature of Authorized Representative:

Verified above signature

Signature of Competent Authority:

Date:

Annexure-RA-2: Process Compliance Form

(The Bidders are required to print this on their company's letter head and sign, stamp before submitting)

Letter of Authority for participation in Reverse Auction

(The Bidders are required to print this on their company's letter head and sign, stamp before submitting)

To,

Date:

The General Manager
Chaitanya Godavari Grameena Bank
Head Office, 3rd Floor, Raghu Mansion
4/1, Brodipet, Guntur

1. We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated _____ for selection of _____.
2. We also confirm having read and understood the terms of the RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.
4. We accordingly authorize Bank and/or the Auction Company to issue user id and password to the above named official of the company.
5. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we comply as per the terms in Bid security form. We agree and understand that the bank may debar us from participating in the future tenders for any such failure on our part.

Signature with company seal

Name:

Company/Organization:

Designation within Company/Organization:

Address of Company/Organization:

Date:

Name of Authorized Representative:

Signature of Authorized Representative:

Verified above signature

Signature of Competent Authority:

Date:

Annexure III
Articles of Agreement

ARTICLES OF AGREEMENT made this day of _____ between Chaitanya Godavari Grameena Bank having its Head Office at Guntur (here in after called "Bank") of the one part and _____ (here in after called "the Vendor / contractor") of the other part.

Whereas the Bank is desirous of carrying out the work of Supply, installation, commissioning and maintenance of Batteries and UPSat various locations of the bank.

AND WHEREAS the said specifications and the Schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Vendor/contractor has agreed to execute the work(s) subject to the Condition set forth herein and to the Conditions set forth in the Tender Document and in the Schedule of Quantities and Terms and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors/contractors shall upon and subject to the said conditions execute and complete the work shown upon the said location and described in the said specifications and the schedule of quantities.
2. The Bank shall pay the vendor/contractor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said conditions herein before mentioned, the General Manager, Chaitanya Godavari Grameena Bank, Head Office, Guntur shall act on behalf of the Chaitanya Godavari Grameena Bank.
4. The said conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Supply, installation, commissioning and maintenance of Batteries and UPS with batteries at various locations to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable quantities provided in the said Conditions.

7. The Bank reserves to itself the right of altering the quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.
8. Time shall be considered as the essence of this Contract and the Vendor/contractor hereby agrees to commence the work soon after the issue of formal purchase order and to complete the entire work within 2 weeks from the date of purchase order.
9. All payments by the Bank under this contract will be made only at Guntur, Andhra Pradesh.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Guntur and only Courts in Guntur, Andhra Pradesh shall have jurisdiction to determine the same.
11. That the several parts of this contract have been read by the Vendor/contractor and fully understood by the Vendor/contractor.

IN WITNESS WHEREOF the Bank and Vendor/contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorized official and the Vendor/contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the Chaitanya Godavari Grameena Bank by the hand
Of Shri _____
(Name and Designation) in the
Presence of _____

Address _____

Signed and sealed by the vendor/contractor by the hand of Shri

(Name and Designation) in the
Presence of _____

Address _____

Annexure IV - Purchase Preference

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 16/09/2020 has issued revised order on Procurement (Preference to Make in India) order 2017 to encourage Make in India and promote manufacturing and production of goods and services in India.

1. Definitions:

- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content criteria i.e., equal to or more than 50% as prescribed for Class I Local Supplier.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the local content criteria i.e., more than 20% but less than 50% as prescribed for Class I Local Supplier.
- d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as prescribed for Class II local supplier.
- e. The Margin of purchase preference shall be 20%.

2. Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement:

- a. 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.
- b. 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. Purchase Preference

- a. In the procurements of goods or works, which are covered under point 2.b 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:

- i. 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.
 - ii. 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.
- b. In the procurements of goods or works, which are covered under point 2.b 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:
 - i. 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 L1.
 - ii. 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 L1 price.
 - iii. 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 L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.

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.
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.
6. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of bidding shall be required to indicate percentage of local content and provide self-certification, as part of bid documents, 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.
 - b. In cases of bidding for a value in excess of Rs 10 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate (as per Annexure), as part of bid documents, from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules 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.

7. **Ministry of Electronics and Information Technology (MeitY):**

In furtherance to the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified thirteen (13) electronic products vide reference F.No. W-43/4/2019-IPHW-MeitY dated 07.09.2020.

Bidders (Domestic Manufacturers) are required to indicate the domestic value addition/ Local Content in terms of Bill of Material (BoM) for the proposed products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking that Domestic value addition is as per the MeitY guidelines, comply with the same and deviation or incorrectness will lead to disqualification of the bidder for three years from the procurement.

Annexure - V

**PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE OFFICES
AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT**

Date: _____

Sub: Certificate of commissioning of equipment

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

- (a) Purchase order No. _____ dated _____
(b) Description of the equipment _____
(c) Quantity _____
(d) Date of delivery _____
(e) Date of commissioning and proving test _____

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

S.No.	Description	Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.

4. The supplier has fulfilled its contractual obligations satisfactorily* (or)
The supplier has failed to fulfill its contractual obligations with regard to the following:

(a)

(b)

Signature _____

Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

- (a) They have adhered to the time schedule specified in the Purchase order. in dispatching the documents/drawings pursuant to Technical Specifications.
(b) They have supervised the commissioning of the equipment in time i.e. within the period specified in the Purchase order. from the date of intimation by the Purchaser in respect of the installation of the system.
(c) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.