



विदर्भ कोकण ग्रामीण बँक
VIDHARBHA KONKAN GRAMIN BANK

भारत सरकार, बँक ऑफ इंडिया आणि महाराष्ट्र शासनाचा उपक्रम
Govt. of India, Bank of India & Govt. of Maharashtra undertaking

**REQUEST FOR PROPOSAL
FOR
PROCUREMENT OF MICROSOFT LICENSES**

Ref: Tender No. VKGB:HO:IT:2015-16/08

Date : 23/11/2015

PART 1: INVITATION TO BID

This Request for Proposal (RFP) is to invite proposals from Bidders for procurement of Microsoft Licenses as detailed below.

Sr. No.	Product Description	Quantity required in Nos.
1	Microsoft Windows Pro 10 SNGL OLP C	375
2	Microsoft Office Professional Plus 2016 SNGL OLP C	150
3	Microsoft Office Standard 2016 SNGL OLP C	670

. The Bidder could be a System Integrator and or a Large Account Reseller (LAR) of Microsoft Licenses. Detailed technical and functional specifications of the total solution have been given in PART 5 of this document. You are requested to send your Technical and Price proposal as per the enclosed formats. The methodology for submission of the proposals is enumerated in following parts.

The Bidding Document may be downloaded from Bank's Website <http://www.vkgb.co.in> and the bid should be submitted to the office of General Manager, Vidharbha Konkan Gramin Bank, Head office, "Chandraprastha". 2nd & 3rd Floor, Dindayal nagar, Ring Road, Nagpur – 440 022.

- ❖ For queries and clarification regarding the RFP, please feel free to contact us on the above mentioned address or telephone number or e-mail id (vkgb.ho@vkgb.co.in).
- ❖ Please note that all the information desired needs to be provided. Incomplete information may lead to non-selection.
- ❖ All Bids must be accompanied by Bid Security as specified in the Bid document.
- ❖ A nonrefundable bid amount of Rs.25,000/- to be paid by means of a demand draft / pay order on a scheduled Bank favoring "**Vidharbha Konkan Gramin Bank, Head Office**" payable at Nagpur. This cost of the bid may be paid along with the technical bid in a separate envelope.

Time Schedule

Date and Time of commencement of inspection / Sale of Bid Document	23/11/2015
Last date for requesting any clarification	27/11/2015
Pre - bid Meeting at Vidharbha Konkan Gramin Bank, Head Office, Nagpur.	01/12/2015
Last Date and Time for Receipt of Bids at Vidharbha Konkan Gramin Bank(Address as given below)	14/12/2015 by 5.00 p.m. on that day.
Date and Time of opening of Technical Bids	16/12/2015, 4.00 p.m.

Date and time of opening of Price Bids.	17/12/2015. 4.00 p.m.
Contact Person	Shri Vidyadhar Patil Chief Manager 0712-2224319/20/21/22
Address for Communication and submission of bid.	The General Manager Vidharbha Konkan Gramin Bank, Head Office. "Chandraprastha" 2 nd Floor, Deendayal Nagar, Ring Road, Nagpur – 440 022. Phone Numbers: 0712 – 2224319/20/21/22 Fax Number: 0712 – 2224306 email: vkgb.ho@vkgb.co.in
Bid Document Availability	Bidding document can be downloaded from website- www.vkgb.co.in

- ❖ **Bank reserves the right to change the dates mentioned above or in the RFP, which will be communicated.**

PART 2: DISCLAIMER

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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PART 3 : INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

3.1 General

Vidharbha Konkan Gramin Bank (Sponsored by Bank of India) is one of the Regional Rural Bank operating in state of Maharashtra covering 17 districts with a Branch network of more than 300 branches. Bank has been using Microsoft Technologies for several years. With the increase in demand, the Bank now proposes to increase coverage to include additional bank devices with the objective of increasing the productivity of the employees and hence the Bank.

3.2 Broad Scope of Work

a. The Bank wishes to take more and more advantage of the Software Tools provided, including Business Solutions. The Banks wishes to have the right to upgrade to the latest version of the technologies and continuously make the technology available to more and more employees of the Bank with the end objective of increasing productivity, automating mundane tasks and enable better monitoring.

b. The Bank invites technically viable and commercially competitive proposals from reputed bidders for supply of additional Microsoft software licenses as per the details given in this RFP.

c. The commercial proposal should contain the prices for the Bill of Material(BoM) given in Commercial Bid form - II and the bidder has to discuss with Microsoft and suggest a best suited Agreement in terms of Bank's requirement. The BoM contains the number of license requirement.

d. The bid should also contain proposal for providing direct Microsoft Premier Support (Service Support) to the Bank.

e. The patches / updates released by Microsoft from time to time should be available for life cycle of the product. The Bank will download updates from the OEM (Microsoft) site. However, the vendor has to provide the patches/updates, which are not available on site or not in downloadable form.

f. The MS software/licenses are being used at Vidharbha Konkan Gramin Bank Branches, Regional Offices, Training Centres, Head Office and others offices.

g. The quantity mentioned in this RFP is an indicative number which Bank is expected to procure over the next six months; Bank may however place orders for lesser or more number depending upon its requirement and performance maintaining standards of bidder.

3.3 Current set up

All systems in our Bank are of standalone nature without having AD infrastructure. The required software/licenses will be installed on these systems.

3.4 Eligibility Criteria

The bidder should be a Certified Large Account Reseller (LAR) of Microsoft and are duly authorized to supply Microsoft products. A copy of the necessary Certification to be enclosed from Microsoft along with Technical Bid.

a) The bidder should be a registered company in India as per Companies Act 1956. The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.

b) The Bidder must have minimum annual turnover of Rs.100.00 Crores for each of the last three (3) financial years and should also be in operating profit during these three financial years. (Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability)

c) Financial statements i.e. Audited Balance sheet and Profit & Loss accounts for last three years (2012-13, 2013-14 and 2014-15) will have to be submitted.

d) The bidder should not have been blacklisted by Public Sector Bank in India in the past. A self-declaration letter by the Bidder, on the Company's letterhead should be submitted along with technical bid.

e) The bidder should have the experience of executing the Microsoft Enterprise Agreement in at least two Banks. The experience of one Public Sector Undertaking (PSU) Bank is mandatory. The Purchase Order/ Reference Letter should be enclosed in Technical Bid. A summary must be enclosed with the Bid, giving the following details:

- i) Name of the Client
- ii) Number of branches
- iii) Nature of the Project
- iv) Scope of the Project
- v) Project Deliverables
- vi) Date of award of Contract
- vii) Date of commencement of the Project
- viii) Date of successful commissioning of the Project
- ix) Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (attach copies of purchase orders)

(Above details are MANDATORY and are to be included in technical bid. Without the above details, the Bid is liable to be rejected.)

3.5 Cost of Bidding

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

B. The Bidding Documents

3.6 Content of Bidding Documents

3.6.1 The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Technical & Functional Specifications (TFS)
- (f) PART 6 - Bid Forms, Price Schedules and other formats (BF)
- (g) PART 7 - Other Terms and Conditions. (OTC)

3.6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.7 Clarification of Bidding Documents

3.7.1 Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Invitation to Bid on or before the date specified above in time schedule. Clarification of the Bidding Document to be discussed during the **pre-bid meeting** as scheduled in this RFP and the relevant clarifications, if any will be put up on Bank's website under Tenders section.

3.7.2 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

3.8 Amendment of Bidding Documents

3.8.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.8.2 Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.

3.8.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

C. PREPARATION OF BID

3.9 Language of Bid

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

3.10 Format and Signing of Bid

3.10.1 Each bid shall be in two parts:-

Part I- Technical Bid.

Part II- Price Bid.

The two parts should be in two separate covers, each super-scribed with the name of the Project as well as “Technical Bid” and “Price Bid” as the case may be.

3.10.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.10.3 Any inter-lineations, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not confirming to above.

3.11 Documents Comprising the Bid

3.11.1 **Documents comprising the Technical Bid Envelope**, should contain the following:

- a. Organisational Profile as per format 6.10.
- b. Conformity to Eligibility Criteria in accordance with clause 3.4 as per format 6.15.
- c. Bid Form(Technical Bid) as per Format 6.1.1 and duly signed by the Bidder.
- d. Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.
- e. Non-Disclosure Agreement as per Format 6.2.
- f. Bid Security deposit of Rs.2,00,000/- (Rupees Two lac only) as specified in Clause 3.17.

- g. Manufacturer's / Producers' authorization form as per format 6.8 wherever applicable.
- h. Service Support Details form as per Format 6.11.
- i. Bidders undertaking for support services as per format 6.14 that adequate specialized expertise are available to ensure the fault free operation of the proposed solution and maintenance during the warranty and support period.
- j. A Complete Bill of Material with Part Nos., Quantity, Make, Model, version etc. as per format 6.13. **Please note that no price should be mentioned in this Format.**
- k. A full description of the Technical Solution and its compliance which must provide an acceptable solution as described in PART 5 Technical & Functional Specifications in the form of literature, drawing and data.
- l. Details of Projects Handled / Referral Letters as per Clause 3.4.
- m. Additionally a **Masked price bid should be kept with the Technical bid** i.e. Bill of Materials as per format 6.13, listing the components as listed in the Masked Price Schedule **without indicating the price** in another separate closed / sealed cover. **Please note that no price should be mentioned in this format.**

While submitting the Bid, literature if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, Forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

3.11.2 Documents comprising Price Bid Envelope, should be :

- a) A Full Price Schedule of the Solution indicating all the components of the solution and services (Format 6.3) and format 6.13 **with the prices**, in one separate closed sealed cover.
- b) The Bid(Price Bid) as per Format 6.1.2 as furnished in the Bidding Documents duly signed by the Bidder and completed.
- c) Price bids containing any deviations or similar clauses will be summarily rejected.

3.12. Bid Submission

The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the products to be supplied, a brief description of the products, their country of origin, quantity and prices and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

3.13. Bid Prices

3.13.1 The prices indicated in the Price Schedule shall be entered in the following manner:

- a) The total price quoted must be **inclusive** of cost of providing solutions, services for installation, testing and commissioning of Solution, training, cost of incidental services, applicable taxes, duties, levies, charges, etc. but **exclusive** of Sales tax/ Service tax and /or VAT payable in the respective State and Octroi or entry-tax or such similar tax, payable to Local Government / Municipal authorities, which will be reimbursed on production of original receipts.
- b) Prices quoted as above shall be valid for a minimum period of 180 days from last date for submission of the tender.
- c) The Vendor cannot quote for the project in part.

3.13.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.13.3 However, during the contract period if the market price of product / services have been on the lower side, Bank will request the vendor for revise the rates with mutual consent.

3.14. Bid Currencies

3.14.1 Bids are to be quoted in **Indian Rupees** only.

3.15 Documents Establishing Bidder's Eligibility and Qualifications

3.15.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

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

- a) that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization format 6.8 given in the Bid, by the products' Producer to supply the products and/or Systems in India;
- b) that the Bidder has the technical and production capability necessary to perform the Contract as per format 6.10 (Organization Profile);
- c) that adequate, specialized related software expertise are already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed .

3.16. Documents Establishing Eligibility of Products and Conformity to Bidding Documents

3.16.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.

3.17. Bid Security

3.17.1 The Bidder shall furnish, as part of its Bid, a Bid security as mentioned in Clause 3.11.1 (f).

3.17.2 The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.17.3 The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:

a) a bank guarantee issued by a Scheduled Commercial Bank in India (other than Vidharbha Konkan Gramin Bank), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for forty-five (45) days beyond the validity of the Bid

OR

b) a Banker's Cheque/Demand Draft, issued by a nationalised/public sector bank in India (other than Vidharbha Konkan Gramin Bank), drawn in favour of "**Vidharbha Konkan Gramin Bank**".

3.17.4 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

3.17.5 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiry of the period of Bid validity (i.e. not later than prescribed by the Bank).

3.17.6 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security as per format 6.6

3.17.7 The Bid security may be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or

- b) in the case of a successful Bidder, if the Bidder fails;
 - (i) to sign the Contract;

OR

- (ii) to furnish Performance Security as mentioned in Clause 3.34 herein.

3.18 Period of Validity of Bids

- 3.18.1 Bids shall remain valid for a period mentioned in Part 7.2, from the date of opening of the Bid. A Bid valid for a shorter period shall be rejected by the Bank as non-responsive.
- 3.18.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

D. Submission of Bids

3.19. Sealing and Marking of Bids

- 3.19.1 The Bidders shall seal the envelopes containing "**Technical Bid**" and "**Price Bid**" separately and each of the envelopes should be superscribed with words "**Technical Bid**" and "**Price Bid**" respectively. The two envelopes shall be **enclosed and sealed in an outer envelope.**
- 3.19.2 The inner and outer envelopes shall:
 - a) be addressed to the Bank at the address given above; and
 - b) bear the Project Name "**Procurement of Micro soft licenses**" and a statement: "**DO NOT OPEN BEFORE (mention respective bid opening dates)**".
 - c) All envelopes should indicate on the cover the name and address of the Bidder.
- 3.19.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

3.20. Deadline for Submission of Bids

- 3.20.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.
- 3.20.2 The Bank may, at its discretion, extend this deadline for the submission of Bids

by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.

3.21. Late Bids

3.21.1 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

3.22. Modification and Withdrawal of Bids

3.22.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

3.22.3 No Bid may be modified after the deadline for submission of Bids.

3.22.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

E. Opening and Evaluation of Bids

3.23 Opening of Bids by the Bank

3.23.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

3.23.2 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.24. Clarification of Bids

3.24.1 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

3.25 Preliminary Examination

- 3.25.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 3.25.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- 3.25.3 The Bank will first examine whether the Bid and the Bidder is eligible in terms of Clause 3.4
- 3.25.4 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.
- 3.25.5 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.
- 3.25.6 Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any) arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

3.26 Technical Evaluation

- 3.26.1 Only those Bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation would be

taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

- 3.26.2 The Bank may use the services of external consultants for technical evaluation.
- 3.26.3 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder and witness live demos/POC of the system and verify functionalities, response times, etc.
- 3.26.4 Bank will evaluate the technical and functional specifications of all the equipment & system quoted by the Bidder.
- 3.26.5 Bank reserves the right to waive any of the Technical and Functional Specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation.
- 3.26.6 Bill of Materials (with Masked Price Schedule) submitted along with Technical Bid will be first evaluated and if the Bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the price bid submitted will be considered non-responsive and accordingly rejected.
- 3.26.7 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

3.27 Opening of Price Bids

- 3.27.1 Only those bids which are found to be technically responsive will be informed of the date / time / Venue of opening of price bids.
- 3.27.2 The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of Vendor by Opening of Commercial Bids of vendors (who are found eligible after evaluation of Technical Bids).
- 3.27.3 After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price bids.
- 3.27.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.27.5 ***L1 will be decided on the basis of net total of the price evaluation / normalisation as quoted in the Price Schedule format 6.3.***

3.27.6 The Bank's evaluation of a Price Bid will take into account, in addition to the Bid price quoted, one or more of the following factors:

- a) Deviations in payment schedule & Delivery Schedule from that specified;
- b) Deviation in prices quoted;
- c) Other specific criteria indicated in the Bid and/or in the Technical & Functional Specifications & Price schedule.

3.27.7 For factors retained in the Bid, one or more of the following quantification methods will be applied:

(a) Payment schedule.

The clause 7.15 under Part 7(OTC) stipulates the payment schedule offered by the Bank.

(b) Delivery Schedule:

The products and/or Systems and/or Services covered under this bid are to be supplied, installed and commissioned within the period mentioned in 7.12. No credit will be given to early deliveries. For delayed deliveries an adjustment of 0.5% of the Bid price per week or part thereof will be added to the price bid for evaluation of Bids.

(c) Quotation of Prices for all Items.

The Bidder should quote for complete consignment of items proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific item / Product / service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that product /service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other or Bidders (whose Price Bids are also opened) for that product /service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete bids.

3.28 Contacting the Bank

3.28.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

3.28.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's

Bid.

F. Award of Contract

3.29. Post-qualification / Identification of L1

3.29.1 All the Price bids after their evaluation on the parameters mentioned above would be arranged in ascending order and the L1 Bidder would be identified as one whose bid has been evaluated to be the lowest.

3.30. Bank's Right to Accept Any Bid and To Reject Any or All Bids.

3.30.1 The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.30.2 After identification of L1 Bidder, Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award to L1.

3.31. Award Criteria

3.31.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

3.32 Notification of Award

3.32.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by fax, that its Bid has been accepted.

3.32.2 The notification of award will constitute the formation of the Contract.

3.32.3 Upon the successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge their Bid security.

3.33. Signing of Contract

3.33.1 At the time when the Bank notifies the successful Bidder that its Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 6.5, incorporating all agreements between the parties.

3.33.2 Within the period prescribed in Part 7.4, from the date of receipt of the Form of contract, the successful Bidder shall sign and date the Contract and return it to the Bank.

3.34. Performance Security

3.34.1 Performance Security in the required format to be submitted by the successful bidder as per Clause 4.4 of terms and conditions of contract.

3.34.2 Failure of the successful Bidder to comply with the requirement of Clause 3.33.1 or Clause 3.33.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Bank may make the award to the next highest evaluated Bidder or call for new Bids.

Note: Notwithstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning reasons thereto.

PART 4 : TERMS AND CONDITIONS OF CONTRACT (TCC)

TABLE OF CLAUSES

Clause No.	Topic	Clause No.	Topic
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4.2	Use of Contract Documents and Information	4.22	Termination for Convenience
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PART 4: TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1. Definitions

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

- 4.1.1. **"Solution"** means Microsoft License to meet the functional requirements of the Bank indicated in Part 5 of this document.
- 4.1.2 **"Supplier"** is the **successful Bidder** who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.
- 4.1.3 **"The Contract"** means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.4 **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 4.1.5 **"The Product"** "The Product" means Microsoft Licenses which the Supplier is required to supply to the Bank under the Contract; "
- 4.1.6 **"The Services"** means those services ancillary to the supply of the Products, such as transportation and insurance, configuration, installation, testing, commissioning, customization, provision of technical assistance, training/handholding, Maintenance and Helpdesk-Support for 24x7 Hrs to Bank/BC-agents of Bank and other such obligations of the Supplier covered under the Contract;
- 4.1.7 **"TCC"** means the Terms and Conditions of Contract contained in this section;

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

4.2 Use of Contract Documents and Information

- 4.2.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this Bidding Document except for purposes of performing the Contract.
- 4.2.3 Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and shall be returned (all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.
- 4.2.4 The Bidder shall sign a **Non-disclosure Agreement** as per Format 6.2.

4.3 Patent Rights / Intellectual Property rights

- 4.3.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees, etc. The Bank will give notice to the Supplier of such claim, if it is made, without delay. The **Supplier** shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof, etc.

4.4 Performance Security

- 4.4.1 Within the period prescribed under Part 7.3 from date of receipt of the notification of Contract award, the Supplier shall furnish to the Bank, the Performance Security for an amount as per part 7.6 valid up to the period specified in Part 7.5.
- 4.4.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.4.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of a bank guarantee issued by a nationalized / public sector bank in India (other than Vidharbha Konkan Gramin Bank), acceptable to the Bank, in the Format 6.6 provided in the Bid.
- 4.4.4 The performance security will be discharged by the Bank and returned to the Supplier not later than the period specified in part 7.11, following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations under the contract.
- 4.4.5 In the event of any contract amendment, the Supplier shall, within the period mentioned in part 7.3 after receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the

Contract, as amended for further period specified in part 7.3. In the event of any correction of defects or replacement of defective software/products/equipment/system during the warranty period, the warranty for the corrected / replaced software/products/ equipment/system shall be extended to a further period specified in part 7.7.

4.5 Inspection and Quality Control Tests

4.5.1 The Bank reserves the right to carry out pre-shipment inspection by a team of Bank Officials, of any of the existing live installations of the Supplier referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder's office.

4.5.2 The Bank's right to inspect, test and, where necessary, reject the Products after the Products' arrival at the destination shall in no way be limited or waived by reason of the Products having previously been inspected, tested, and passed by the Bank or its representative prior to the Products' shipment from the place of origin.

4.5.3 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

4.5.4 Manuals

4.5.4.1 Before the products/system is/are taken over by the Bank, the Supplier shall supply technical/systems manuals for all software supplied. Operation and maintenance manuals for all applications systems covering at least the operations needed to start, run, the system during operational day, close, restore, archive, recover from failures, and transfer to fallback system/site including business continuity plan to be provided by the vendor. User manuals to be provided for by the vendor. The manuals shall be in English.

4.5.4.2 Unless and otherwise agreed, the products and equipment shall not be considered to be completed for the purpose of taking over, until such manuals have been supplied to the Bank.

4.5.4.3 The Supplier shall provide one set of User Manual for the Application Software. The Supplier shall also provide one Soft copy of each of the Manuals. Soft and Hard copy User manuals shall be provided, commensurate with number of installations of Products in the Bank.

4.5.4.4 Documentation should be comprehensive & include:

- Product Literature.
- Operating manuals.
- General Specifications.
- Operator Reference manuals for each operator task.
- Messages manuals.
- Documentation on troubleshooting, Help-Desk support 24x7 hrs.

4.6 System & Other Software

The Supplier shall provide complete and legal documentation of subsystems, Microsoft Licenses mentioned under Part-5. The Supplier shall also provide licensed software for all software products, acquired from Microsoft. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

4.7 Acceptance Tests and Certificates

4.7.1 The Acceptance criteria for the Procurement of Microsoft Licenses are given under item 7.14.

4.7.2. On successful completion of the acceptance tests, receipt of deliverables, etc., and after the solution runs successfully after going live and Bank is satisfied with the working of the solution/system, the acceptance certificate in Format 6.9, signed by the purchaser (the representative of the Bank) will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system/solution proposed.

4.8 Delivery and Documents

4.8.1 Delivery of the products/software shall be made by the Supplier in accordance with the system approved/ordered. The details of documents to be furnished by the Supplier are specified hereunder:

- i. 3 copies of Supplier's invoice showing contract number, products description, quantity, unit price and total amount;
- ii. Delivery note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable, clean Airway Bill;

The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

- iii. All licenses under procurement must be reflected in the Bank's VLSC account maintained with Microsoft upon delivery to Bank.

4.9 Incidental Services

4.9.1 The incidental services to be provided are as under:

- (a) Furnishing manuals for each appropriate unit of the supplied Products, as mentioned under Clauses 4.7 and 4.33 of TCC;
- (b) Maintenance and software updates of the supplied Products, technical support thereof for a period as specified by Microsoft that this service

shall not relieve the Supplier of any Warranty obligations under this Contract.

4.10 Maintenance Support

- 4.10.1 The Supplier warrants that the products supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and / or features. The Supplier further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Supplier that may develop under normal use of the supplied products in the conditions prevailing in India. Professionally qualified personnel, who have expertise in system software supplied by the vendor, will provide these services.
- 4.10.2 The Supplier shall comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- 4.10.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this this contract.
- 4.10.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, remove defects without cost to the Bank.
- 4.10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in part 7.9, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract.

4.11 Training:

4.11.1 For each module /database/middleware and third party utilities installed, the Supplier is required to train the designated Bank's technical in all aspects like resource management of hardware and software, storage allocation, backup management, backup record and end-user personnel to enable them to effectively operate and perform administration of the total system. The Bank may ask the bidder to conduct the training without any additional cost. The Supplier is also required to conduct mandatory training for customisations / database management for the administrators specified by the Bank without any additional cost.

4.12 Payment

- 4.12.1 Payment shall be made in Indian Rupees, as per part 7.13 for delivering, installing and commissioning the Solution.

4.12.2 All payment invoices should be supported with documents having delivery dates(with bank official signature and stamp) and Installation dates(with bank official signature and stamp).Bidder should ensure the submission of invoices with mentioned documents, in absence of same delay in processing the invoices will be the responsibility of bidder.

4.12.3 Payment against Bank Guarantees:

- i. For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a nationalized / public sector bank in India (other than Vidharbha Konkan Gramin Bank), acceptable to the Bank as per Format 6.7.
- ii. Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation / commissioning of the products/system at their final destination.

4.13 Prices

4.13.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.13.2 The Bidder will pass on to the Bank, the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.14 Change Orders

4.14.1 The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Technical and functional specifications
- (b) Services to be provided by the Supplier.

4.14.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of Bank's change order.

4.15 Contract Amendments

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

4.16 Assignment

4.16.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

4.17 Delays in the Supplier's Performance

4.17.1 Delivery of the Products and performance of Services shall be made by the **Supplier** in accordance with the time schedule prescribed by the Bank in part 7.12.

4.17.2 If at any time during performance of the Contract, the **Supplier** or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the **Supplier** shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the **Supplier's** notice, the Bank shall evaluate the situation and may, at its discretion, extend the **Suppliers'** time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

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

4.18 Liquidated Damages

4.18.1 If the **Supplier** fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

4.19 Termination for Default

4.19.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the **Supplier**, may terminate the Contract in whole or in part:

(a) if the **Supplier** fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

OR

(b) if the **Supplier** fails to perform any other obligation(s) under the Contract.

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

4.20 Force Majeure

4.20.1 Notwithstanding the provisions of TCC, the **Supplier** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.20.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the **Supplier** and not involving the **Supplier's** fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

4.21 Termination for Insolvency

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

4.22 Termination for Convenience

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

4.23 Resolution of Disputes

4.23.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.23.2 If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.23.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.
- (b) Arbitration proceedings shall be held at Nagpur, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and,
- (d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

4.24 Governing Language

4.24.1 The governing language shall be English.

4.25 Applicable Law

4.25.1 The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

4.26 Addresses for Notices

4.26.1 The following shall be the address of the Bank and Supplier.

Bank’s address for notice purposes:

Vidharbha Konkan Gramin Bank,
Head Office,
“Chandraprastha” 2nd & 3rd Floor,
Deendayal Nagar, Ring Road,
NAGPUR - 440 022.

Supplier’s address for notice purposes (To be filled in by the Supplier)

.....
.....
.....

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

4.27 Taxes and Duties

4.27.1 The total price quoted must be inclusive of cost of providing licenses, services for installation, testing and commissioning of the Solution and support, all applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance, training etc., but exclusive of Service tax, Octroi or entry-tax which will be reimbursed on production of original receipts.

4.27.2 Income / Corporate Taxes in India:
The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

4.27.3 Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

4.27.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.28 **Supplier's Integrity**

The **Supplier** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.29 **Supplier's obligations**

The **Supplier** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The **Supplier** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the **Supplier's** negligence. The **Supplier** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

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

4.30 **Patent Rights/Intellectual Property Rights**

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

4.31 Site preparation and installation

The Bank is solely responsible for the construction of the hardware site in compliance with the technical and environmental specifications. The Bank will designate the installation site before the scheduled installation date, to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation / commissioning of the software.

4.32 Commissioning of solution

The Supplier is responsible for all unpacking and installation of Products. The Supplier will test all system operations and accomplish all adjustments necessary for successful and continuous operation of the software at all installation sites.

4.33 Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance of the hardware (if any) and software is to be delivered. The language of the documentation should be English.

4.34 Right to use defective product

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

4.35 Repeat Orders

4.35.1 Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 6 months from the date of acceptance of purchase order by the bidder.

4.35.2 The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

PART 5 : TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)
(To be included in the Technical Bids duly completed, and with comments)

IMPORTANT NOTES:

1. The Bidder should mention in seriatim, whether all the features as mentioned are:
A – Available
NA – Not available /Cannot be made available.
2. Weightage will be given on the above A and N items for the purpose of evaluation as the Bank may deem fit.
3. The specifications of the Microsoft licenses to be procured are given in the following table. This invitation of Bids is open to all Large Account Resellers of Microsoft having presence in India and fulfilling the minimum qualification criteria.

TECHNICAL/FUNCTIONAL SPECIFICATIONS

Sr. No.	Item Description	Compliance (A/NA)
1	Microsoft Windows pro 10 SNGL OLP C legalization Get Genuine	
2	Microsoft Office Professional Plus 2016 SNGL OLP C	
3	Microsoft Office Standard 2016 SNGL OLP C	

**PART 6: BID FORM, PRICE SCHEDULES
AND OTHER FORMATS (BF)**

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- 6.10 Organisational Profile
- 6.11 Service Support Details
- 6.12 Bank Guarantee against Annual Maintenance
- 6.13 Bill of Material
- 6.14 Bidder's undertaking for Support Services
- 6.15 Bidder's confirmation for Eligibility Criteria

FORMAT – 6.1.1
BID FORM (TECHNICAL BID)
(to be included in Technical Bid Envelope)

Date :.....

To:

Vidharbha Konkan Gramin Bank,
Head Office
Nagpur-440 022.

Dear Sir

Reg.: Procurement and supply of Microsoft licenses to Bank
Ref: Your RFF No. VKGB:HO:IT:2015-16/08 dated 23/11/2015

~~~~~  
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Microsoft licenses in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price 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 ..... 201

\_\_\_\_\_  
(Signature)  
(In the capacity of)

\_\_\_\_\_  
(Name)

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_

FORMAT – 6.1.2

**BID FORM (PRICE BID)**  
**(to be included in Price Bid Envelope)**

Date :.....

To:  
Vidharbha Konkan Gramin Bank,  
Head Office  
Nagpur-440 022.

**Reg.: Procurement and supply of Microsoft licenses to Bank**  
**Ref: Your RFF No. VKGB:HO:IT:2015-16/08 dated 23/11/2015**

~~~~~

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents 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 system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price 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 201

(Signature) (Name) (In the capacity of)

Duly authorised to sign Bid for and on behalf of _____

FORMAT 6.2

NON-DISCLOSURE AGREEMENT

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offering the Microsoft licenses and Services as per the RFP to Vidharbha Konkan Gramin Bank, having its registered office at "Chandraprastha", Deendayal Nagar, Ring Road, Nagpur – 440 022, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Procurement of Microsoft licenses by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said Microsoft licenses by the Bank and Services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written Authorisation to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK for the said licenses and Services, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Office Seal:

Place

Date:

FORMAT – 6.3

Price Schedule

(Include in Price Bid Only – Not to be included in Technical Bid)

1.	2.	3.	4.	5.
	Item Description	Unit Price	Qty	Total Price inclusive of all taxes
1	Microsoft Windows pro 10 SNGL OLP C legalization Get Genuine		375	
2	Microsoft Office Professional Plus 2016 SNGL OLP C		150	
3	Microsoft Office Standard 2016 SNGL OLP C		670	
	TOTAL for the purpose of evaluation		XXX	

Important Notes:

Detailed Specifications of all Software licenses, Components as above to be attached separately in the Technical Bid (Bill of Material, Format 6.13), supported by Technical Literature/Product Catalogues/Brochures, etc. This is Mandatory.

1. Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges excluding Sales tax/VAT, road tax, Octroi etc. as applicable in respective State,
2. In case of discrepancy between figures and words, the amount in words shall prevail.
3. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
4. All user licenses for O/S, Application etc. should be as per our Technical and Functional Specification(TFS)

Signature of Bidder : _____
Name : _____
Business address : _____

Place :
Date :

FORMAT 6.4
BID SECURITY FORM

Whereas(*hereinafter called "the Bidder"*) has submitted its Bid dated (*date of submission of Bid*) for the supply of (*name and/or description of the Products/system*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 .

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to and including forty five (45) days after the period of the Bid validity, i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bidder's Bank)

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid non-responsive.

FORMAT 6.5
CONTRACT FORM

THIS AGREEMENT made theday of....., 2014. Between (*Name of Purchaser*) (hereinafter called "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited Bids for certain Products and services viz., (*Brief Description of Products and Services*) and has accepted a Bid by the Supplier for the supply of those Products and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of RFF No. **VKGB:HO:IT:2015-16/08 dated 23/11/2015** shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Bid Form and the Price Schedule submitted by the Bidder;
 - b) the Bill of Material;
 - c) the Technical & Functional Specifications;
 - d) the Terms and Conditions of Contract;
 - e) the Purchaser's Notification of Award;
 - f) Schedule of Dates, Amounts etc. (SDA)
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Products and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
 - g) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Products and services which shall be supplied / provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF PRODUCTS & SERVICES	QUANTITY TO BE SUPPLIED.	TOTAL PRICE (Rs.)

TOTAL VALUE: (Rs.)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....

FORMAT 6.6

PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,..... 201 to supply..... (Description of Products and Services) (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....
.....
.....
.....
.....
.....

Address:.....

.....
.....
.....

Date :

FORMAT 6.7

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ (*name of Purchaser*)
_____ (*address of Purchaser*)

_____ (*name of Contract*)

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, _____ (*name and address of Supplier*) (hereinafter called "the Supplier") shall deposit with _____ (*name of Purchaser*) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ (*amount of guarantee*(in figures and words)*).

We, the _____ (*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding _____ (*amount of guarantee* in figures and words*).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between _____ (*name of Purchaser*) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____ (expected date of last delivery).

Yours truly,

Signature and seal :
Name of bank/
financial institution :
Address :
Date :

(An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.)

FORMAT 6.8

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No. _____

Date:

To:

Dear Sir:

Ref: Your RFF No. VKGB:HO:IT:2015-16/08 dated 23/11/2015

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

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

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier :

- (a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
 - h) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - i) following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

Yours faithfully,

(Name & sign of Producers)

FORMAT 6.9

PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION

No.

Date :

M/s.

Sub: Certificate of commissioning of solution

1. This is to certify that the products / 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) in accordance with the Contract/Specifications. The same has been installed and commissioned.

Contract No. _____ dated _____

Description of the Solution _____

Quantity _____

Date of commissioning and proving test _____

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

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

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

4. The Supplier has fulfilled his contractual obligations satisfactorily*
or

The Supplier has failed to fulfil his contractual obligations with regard to the following:

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

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

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

Signature : _____

Name : _____

Designation with stamp : _____

* Explanatory notes for filling up the certificates:

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

FORMAT 6.10

ORGANISATIONAL PROFILE

(Include in Technical Proposal Only – Not to be included in Price Proposal)

CONSTITUTION k) Proprietary l) Partnership m) Private Ltd. n) Public Ltd.	:			
Established since Commercial Production of the solution on Offer started since	:			
Address of Registered Office	:			
Category	:	o) Software Producer / Developer (Principal) p) Hardware Manufacturer (Principal) q) System Integrator / Solution Provider (Third-party) r) Any Other (<i>please specify</i>)		
If Consortium, then specify name of members	:	1. 2.		
		Name	Phone Nos. (with STD Codes)	
Names of Proprietor/Partners/ Directors	:	1.		
		2.		
		3.		
		4.		
Number of Engineers familiar with the solution being offered	:			
Number of Total Employees	:			
Solution being offered, sold so far to :				
Purchaser, with full address and Details of contact person (Phone, Fax and E- Mail)	Module s in Use	Date of Sale	Whether Warranty/AMC still continues	
1.				
2.				

Note : Please support the above facts with documentary evidence. Please also attach :Income-Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above

Signature of Bidder: _____

Name : _____

Business address : _____

Place:

Date:

FORMAT 6.11

Service Support Details Form

City / Location	Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel	Office Working Hours (Please mention whether the Support Agency is Owned or Franchisee arrangement)	Number of Software Engineers capable of supporting the Software being offered	Owned or Franchisee .

FORMAT 6.12

**FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

Bank Guarantee No.: Date:.....

To..... (Name of the Purchaser)

Whereas (Name of the Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated..... to supply (Description of Products and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs. (Amount of guarantee in words and figures) being 4% of the Contract Price and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until day of

Signature and Seal of Guarantors

.....
.....
Date:

NOTE:

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
2. STAMP PAPER IS REQUIRED FOR THE BANK GUARANTEES ISSUED BY THE BANKS LOCATED IN INDIA.

Format 6.14

To:

Vidharbha Konkan Gramin Bank,
Head Office.
"Chandraprastha", 2nd Floor, Ring Road,
Deendayalnagar,
NAGPUR – 440 022.

Gentlemen,

Reg.: Procurement of Microsoft Licenses
Ref: Your RFF No. VKGB:HO:IT:2015-16/08 dated 23/11/2015

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We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services after end of warranty period.

We undertake that during Warranty Period we will maintain an Uptime of 99.5 % on quarterly basis for the entire/core solution proposed, with a MTBF of 90 days. Accordingly necessary spares are available for all critical components whether software or hardware.

Dated this ..... day of ..... 2014

\_\_\_\_\_  
\_\_\_\_\_  
(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_

**Format 6.15**

**Conformity to Eligibility Criteria**

| <b>SL</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                           | <b>Compliance (Y/N)</b> |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1         | The bidder should be a registered company in India as per Companies Act 1956. The Certificate of Incorporation issued by Registrar of Companies are required to be submitted along with the technical bid..                                                           |                         |
| 2         | The Bidder must have minimum annual sales of Rs. 100 Crores for each of the last three (3) financial years (2012-13, 2013-14 & 2014-15). Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover.       |                         |
| 3         | The Bidder should have earned profits during each of the last three financial years (2012-13, 2013-14 & 2014-15).                                                                                                                                                     |                         |
| 4         | The bidder should be a Certified Large Account Reseller (LAR) of Microsoft and are duly authorized to supply Microsoft products under Enterprise Agreement of Microsoft. A copy of the necessary Certification to be enclosed from Microsoft along with Technical Bid |                         |
| 5         | The bidder/OEM should not have been blacklisted by any Public/Private Sector Bank in India in the past. A self-declaration letter on the Company's letterhead should be submitted along with technical bid.                                                           |                         |
| 6         | The bidder should have been the experience of Microsoft Enterprise Agreement at least in two Bank. Experience of one Public Sector Undertaking (PSU) is mandatory. The Purchase Order/ Reference Letter should be enclosed in Technical Bid.                          |                         |

**PART 7 : OTHER TERMS AND CONDITIONS (OTC)**

|      |                                                                                                                                                  |                                                                                              |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 7.1  | Bid Security Amount                                                                                                                              | Rs.2,00,000/- (Rs.Two Lakhs)                                                                 |
| 7.2  | Bid Validity Up to                                                                                                                               | 180 days from the date of opening of the Bid                                                 |
| 7.3  | Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award of Contract | 21 days                                                                                      |
| 7.4  | Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract.                                        | 7 days                                                                                       |
| 7.5  | Period of Performance (from the Date of Award of Contract)                                                                                       | Min 12 months                                                                                |
| 7.6  | Performance Security Amount                                                                                                                      | 10% of Amount of contract                                                                    |
| 7.7  | Minimum support/maintenance period for the entire solution as specified in point 4.9.1 b                                                         | 12 months from date of user acceptance (Refer :7.8)                                          |
| 7.8  | User Acceptance tests                                                                                                                            | Refer : 7.14                                                                                 |
| 7.9  | Period within which Supplier to remedy defects after having been notified of the same                                                            | 4 hrs.                                                                                       |
| 7.10 | Required period of validity of the Performance Security/Guarantee.                                                                               | 12 months                                                                                    |
| 7.11 | Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.4.4                                         | 90 days                                                                                      |
| 7.12 | Period within which Products / Services under the Contract are to be installed/commissioned from the Date of signing of Contract form 6.5        | 45 days                                                                                      |
| 7.13 | Payment terms                                                                                                                                    | 100% payment of the total amount for License and shall be made in Indian Rupees on delivery. |

**7.14. Acceptance Test**

All licenses under procurement must be reflected in the Bank's VLSC account maintained with Microsoft.

**7.15 Project Reporting**

Bidder should submit a weekly report on the development of the project along with reasons of delay, if any, till date of full commissioning. Periodical meetings will be held between the Bidder and the Bank, to review the progress and the Bidder will be required to attend all such meetings.

7.16 **System maintenance and support**

7.16.1 The Bidder should, implement upgrades during the contract period free of cost.

7.16.2 The Bidder should provide changes and upgrades with regard to changes in statutory requirements at the earliest and free of cost during the contract period.

7.16.3 The Bidder should provide and implement functionality changes as required by the end user during the contract period.

7.16.4 The Bidder should be able to comply with the service Level requirements.

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