The Valsad District Central Co-operative Bank Ltd

Request For Proposal (RFP) For Supply, Installation, and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers at Bank's Branches / Offices.

RFP Reference Number: VDCB/IT/RFP/2026-27/001

Date of Issue: 30-04-2026

[A] Important Dates:

Schedule of RFP

S.No.	Particulars	Timeline / Details
A.1	RFP Issuance Date	**30-04-2026**
A.2	Pre-Bid Meeting details	• Prebid meeting will be held online through Microsoft Teams on **07-05-2026** at **03:00**. • Vendors can submit their Prebid clarification / query in advance before Prebid meeting on **rfp.it@vdc.bank.in** • Vendors interested to participate in the online Prebid meeting can join directly by clicking on link mentioned below: • Microsoft Teams Join Meeting Meeting ID: **475 984 004 632 99** Passcode: **zL3tY9Ze**
A.3	Last Date of Submission of RFP Response (Closing Date)	**29-05-2026 03:00 PM**
A.4	Eligibility cum Technical Bid Opening Date	**29-05-2026 03:30 PM**
A.5	Commercial Bid Opening Date	Bank will open the commercial bids of only those bidders who qualify in the eligibility and technical bid evaluation.
A.6	Bid Security / EMD (Earnest Money Deposit)	Rs. **5,00,000**/- (Rupees **Five Lakhs** only). MSE / Startups and others will be exempted from EMD submission as per Govt. of India guidelines. Note: EMD Amount should be submitted combined for all the schedule mentioned.
A.7	Mode of bid submission	Mode: Physically Through **two sealed cover method (Eligibility-cum-Technical Bid and Commercial Bid)**
A.8	RFP Coordinator details (Bank)	**Rakesh Patel (Manager IT)** Contact No.: **7069088077** Email: **rfp.it@vdc.bank.in** Postal Address: The Valsad District Central Co-operative Bank Ltd., IT Dept., Sahakar Sadan, Kacheri Road, Valsad, Gujarat 396001.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, VDCCB means 'The Valsad District Central Co-operative Bank Ltd'
2. Recipient, Respondent, Bidder, means the respondent to the RFP document
3. RFP means the Request for Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the bidder and submitted to The Valsad District Central Co-operative Bank Ltd
6. Support means Support & Services to be provided as part of the Scope of Work
7. ATP means Acceptance Test Procedure
8. AMC means Annual Maintenance Contract
9. NPV mean Net Present Value
10. UAT means User Acceptance Test
11. Central Vigilance Commission (CVC)
12. One Time Cost (OTC)
13. Total Cost of Ownership (TCO)
14. EMD - Earnest Money Deposit
15. SLA means Service Level Agreement
16. NDA means Non-Disclosure Agreement
17. BOM - Bill of Material
18. Bidder / Bank shall be individually referred to as 'Party' and collectively as 'Parties'

Confidentiality:

This document is meant for the specific use by the Company/person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. The Valsad District Central Co-operative Bank Ltd expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Contents

1. Introduction

The Valsad District Central Co-operative Bank Ltd is a rural co-operative bank operating at the district level in various parts of Valsad, Navsari & Dang districts of Gujarat with a branch network of 40 branches & a head office.

The Valsad District Central Co-operative Bank Ltd, having its Head Office at Sahakar Sadan, Kacheri Road, B/h Court Building, Valsad - 396001 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for Supply, Installation & Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers at Bank's Branches / Offices.

2. Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling The Valsad District Central Co-operative Bank Ltd ("the Bank") to select a vendor for Supply, Installation & Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers at Bank's Branches / Offices.

The Bank, for this purpose, invites proposals from bidders who are interested in participating in this RFP who fulfil the eligibility criteria mentioned under Annexure 02 and are also able to comply with the technical requirement as mentioned in Project Scope.

Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

3. Project Scope

The bank has a requirement of Desktops, All-in-One PCs, Laptops & Passbook Printers at Bank's Branches / Offices. In this regard, bank desire to select a vendor for the Supply, Installation & Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers. The bank will award the contract to the successful bidder and the bidder should deliver Desktops, All-in-One PCs, Laptops & Passbook Printers as per the Project Scope Annexure 12 & Technical Specifications as per Annexure 12A – 12D.

4. Contract Period

The Contract with selected Bidder will be for a period starting from date of the Purchase Order till warranty period of **5 years** for devices supplied. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees as per the requirements of the contract executed between the Bank and the Vendor. After completion of contract period, Bank may extend / renew the contract for further period on mutually agreed terms & conditions.

Bank at its discretion may place an order for additional 25% of the total quantity for the duration of 1 year from the date of Purchase Order at the same rate with same terms and conditions. There shall be no escalation in price during the contract period. The vendor shall make all necessary arrangements for processing the orders and documents if any required for delivery of hardware. Payments will be released after delivery against purchase orders placed by the Bank on submission valid documents as per the payment terms.

5. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions as mentioned under Annexure 02 and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in Annexure 12, may submit their bid through **Sealed covers in Physical form (two copies)** on or before the last date of bid submission. Bids submitted by any other means other than bid submission in **Sealed covers in Physical form (two copies)** will not be accepted by the Bank. The detail guidelines for submission details are mentioned under Annexure 01.

6. Delivery Locations

The successful vendor shall make necessary arrangement for delivery of Desktops, All-in-One PCs, Laptops & Passbook Printers at Branches / Offices across the area of operation of the Bank or designated location of Bank as per requirement. The delivery location list will be shared with successful vendor. The scope of work mentioned above is indicative in nature and bank may, at its discretion, ask the vendor to carry out any other activity which is deemed to be necessary for delivery & installation of Desktops, All-in-One PCs, Laptops & Passbook Printers.

7. Delivery Period

The successful vendor shall deliver Desktops, All-in-One PCs, Laptops & Passbook Printers within **6 weeks** from the date of purchase order. Vendor will have to pay late delivery charges to The Valsad District Central Co-operative Bank Ltd @ 0.5% undelivered hardware value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the undelivered product value. If delay exceeds the maximum percentage of 10%, The Valsad District Central Co-operative Bank Ltd reserves the right to cancel the entire order.

Bidder will be responsible for ensuring proper packing, delivery, and receipt of the hardware/ equipment at the site. Sealed packs will be opened in the presence of Bank officials. All accessories as part of the hardware/ equipment's should be delivered together with the hardware/ equipment. Any component (hardware or software) which is not delivered or if delivered but not operational, will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment for such products will not be made until full delivery is completed.

8. Transportation and Insurance

The commercial proposal submitted by bidder should be inclusive of all costs till acceptance of the hardware by the Bank. The vendor has the option to use transportation from any eligible source. Insurance cover may be taken by the vendor from any eligible source till the acceptance of the Hardware items by Bank. Hence, insurance is the sole responsibility of the bidder. The bidder should also assure that the product would be replaced with no cost to Bank in case insurance cover is not taken.

9. Installation

Installation of all the Desktops, All-in-One PCs, Laptops & Passbook Printers including unpacking of cartons / boxes, Software installation etc. will be the responsibility of the bidder. Vendor will have to install the Hardware / Software within 7 calendar days after delivery of Item or intimation from Bank Team and hand it over to the Bank for acceptance testing within 7 calendar days from the date of receipt of the hardware at respective delivery location and Bank's notification for installation of the Hardware / Software.

Vendor will have to pay late installation charges to The Valsad District Central Co-operative Bank Ltd @ 0.5% of the relevant hardware value per day subject to a maximum of 10% of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.

Bank reserves the right to shift any hardware / equipment to new location/s and warranty /AMC will continue to be in force at the new location also.

10. Affixing Asset Tags on the Equipment:

It will be the responsibility of Vendor to affix the Asset tags on each Desktops, All-in-One PCs, Laptops & Passbook Printers being supplied to Bank and share the details with the Bank team. The Asset Tags so printed by Vendor must have the company's logo of Vendor along with other details like call logging no., mail id etc. The asset tag details for the Hardware component would be mutually decided by the Bank and Vendor Complete asset inventory (under the scope of this RFP) including replacement of Hardware component on account of failure which is the responsibility of Vendor.

11. Porting of application

In case of porting problems, If PCs are required as replacement for an existing system or as a replacement.

- Vendor will be responsible for porting applications to / from the supplied system at no extra cost to Bank within a time frame to be decided with the successful Vendor.
- Vendor will have to supply required utilities, if any, for porting of existing applications, at no extra cost to Bank.
- Vendor will have to specify the steps, to be followed by Bank in future, to maintain the application portability across the existing system and the supplied systems.

12. Warranty

The entire Desktops, All-in-One PCs, Laptops & Passbook Printers covering all components will remain under onsite, comprehensive maintenance warranty for a period of **5 (Five)** years. The Product support during warranty period shall be for complete hardware / software and accessories supplied. Bidder will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty for **60** Months from the date of installation or **61** months from the date of the delivery whichever is earlier.

In event of any major equipment/ part (i.e. Motherboard, Hard Disk and any controller) is replaced or any defect in respect of any major equipment / part (i.e. Motherboard, Hard Disk and any controller) is corrected for more than two instance of any quarter during the base warranty period of **5 years**, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

In case of any kind of replacement required with storage devices the same shall not be handed over to any service provider /partners in any case. The same will be in possession of Bank only.

In case of significant failures of any specific component, it must be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the bank's day to day functioning and at a mutually convenient time. The proactive action plan is required to be submitted well in advance. Bidder is required to ensure that this kind of situation never arises.

The Bidders warrants that the Desktops, All-in-One PCs, Laptops & Passbook Printers supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Bidder further warrants that all Desktops, All-in-One PCs, Laptops & Passbook Printers supplied or Works carried out under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the Bank's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country.

Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following:

1. Warranty would cover updates / maintenance patches / bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware.

2. Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the vendor. Bank will not be responsible for any delays/violation from third party OEMs.

13. Payment Terms

IT Department of the Bank will place the orders, and delivery will be at our Branches / administrative offices across the area of operation of the Bank as per the orders placed. The successful vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the successful bidder shall be:

- 70% of the total cost on delivery of Hardware / Software plus 100% of GST at actuals. The required documents to be provided along with original invoice:
  a) Original delivery Challans duly stamped and signed by the Bank Official.
  b) Confirmation letter from OEM mentioning the serial number of the product and that the Hardware supplied is under **5 (Five)** years back-to-back warranty.
  c) Complete inventory details along with Serial Numbers of Hardware and related software (i.e. Operating System etc. if any) as per format provided by Bank.
  d) Original Performance Bank Guarantee (if not submitted).
  e) Signing of SLA (including Do & Don't) and NDA by Successful Bidder.

- 20% of total cost after one month of successful installation and satisfactory functioning. The required documents to be provided:
  a) Original Installation Report duly stamped and signed by the Bank Official along with the signature of the Engineers of vendor.
  b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.
  c) Complete inventory details along with Serial Numbers linked with Asset Tag of Hardware delivered against each PO at ordered delivery locations.

<u>SNR case</u> - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 30 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready.

- Balance 10% of the total cost would be payable on completion of **5** years' warranty period or against Bank Guarantee in the format as specified in Annexure 17 for early release of retention money by a scheduled commercial bank other than The Valsad District Central Co-operative Bank Ltd valid for an equivalent amount valid for the period of **63** months.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by IT Department as per above payment terms on submission of relevant documents.

Wherever applicable, the Bank may require the following documents to be presented at the time of payment:

i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
ii) Packing list (Packing list which include list of Hardware packed in the Box);
iii) Insurance certificate;
iv) Receipt/consignment note;
v) Manufacturer's guarantee certificate and in-house inspection certificate;
vi) Inspection certificate issued by purchaser's inspector (This will be applicable only if Bank decide to do inspection); and
vii) Any other document(s) as and if required in terms of the contract.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices along with all supporting documents. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

Further, the above payments will be released only after submission of PBG, signing of SLA (including Do & Don't) and NDA by Successful Bidder.

14. Inspections and Tests

The Bank or its representative shall have the right to inspect and/or to test the Goods and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank. Should any inspected or tested Goods fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.

The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim. No clause in "Inspection and Tests" clause shall in any way release the Bidder from any warranty or other obligations under this Contract.

15. Pre-shipment Inspections

The Valsad District Central Co-operative Bank Ltd reserves the right, but not any obligation, to undertake a pre-shipment inspection at the factory test environment / warehouse of the successful bidder. For this purpose, The Valsad District Central Co-operative Bank Ltd.'s personnel may have to visit the factory site / warehouse and the expenditure for the same will be borne by the Bank.

16. Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform bidder about changes, if any. Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further Bidder agrees that the prices quoted by Bidder would be proportionately adjusted with such additions or deletions in quantities.

17. Technical Proposal Attention Items

a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the timeline mentioned in the "[A] Important Dates".
e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank.
f) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.

18. Bid Security (Earnest Money Deposit)

Bidders are required to provide an earnest money deposit (EMD) of an amount as mentioned in "[A] Important Dates" at the time of submission of bid. The proof of the same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit) shall be paid through electronic mode or a Bank Guarantee (Annexure 05) of an equal amount issued by a Schedule Commercial Bank (other than The Valsad District Central Co-operative Bank Ltd) located in India. This Bid-security is valid for **8** months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- Account Number - **92702000011**

- Account Name - The Valsad District Central Co-operative Bank Ltd - Sundry Creditors
- Branch - **Head Office Admin**
- IFSC - **GSCB0VDC001**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer.

The EMD of unsuccessful bidders will be returned to them on completion of the procurement process and no interest shall be paid on Bid security money provided by the vendor.

The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The amount of Earnest money deposit would be forfeited in the following scenarios:

a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
c. Fail to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
d. To comply with any other condition precedent to signing the contract specified in the RFP documents.

19. Exemption for EMD amount

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC / Udyam Registration Certificate and the bidders who are Startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC / Udyam Registration Certificate / DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE / Startup firms which are in the process of obtaining NSIC certificate / Udyam Registration Certificate / DIPP will not be considered for EMD exemption.

20. Performance Bank Guarantee

The successful vendor shall provide a Performance Bank Guarantee (PBG) within 30 days from the date of receipt of purchase order or signing of the agreement whichever is earlier in the format mentioned under Annexure 16 to the extent of **5%** of the total Contract value valid for the entire period of the contract plus 3 months (60 months' warranty + 3 months) and such other extended period as the Bank may decide for due performance of the entire project obligations. The guarantee should be that of a schedule commercial Bank in India other than The Valsad District Central Co-operative Bank Ltd.

In the event of non-performance of obligation or failure to meet terms of the Contract / Purchase Order placed, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under the contract. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the EMD money provided by the vendor will be forfeited.

21. Subcontracting

The Vendor shall not subcontract or permit anyone other than its own personnel to perform any of the work, service or other performance required under this project. In case subcontracting is warranted in interest of the project, the process of subcontracting should be clearly defined and necessary approval should be taken from the Bank before on-boarding of resources.

Any change in subcontract partner during the contract period shall be informed in advance and necessary approval should be taken from the Bank. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor alone shall be responsible for performance of the services and the risk management practices of its sub-contractors under the contract unless Bank provides direct directions to such sub-contractor without the consent of the Vendor. The Vendor undertakes to submit information about the sub-contractors involved as & when sought by the Bank.

22. Service Level Agreement and Non-Disclosure Agreement

The successful vendor shall execute the Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) as per Annexure 20 which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank.

The successful vendor shall execute the SLA and NDA within 30 days from the date of acceptance of Contract / Purchase Order placed by the Bank. If the agreement is not signed within the given period (30 working days or till such period as extended by the Bank), the EMD will be forfeited after a grace period of 15 working days. The Bank reserves the right to incorporate additional clauses as per legal and regulatory requirements of the Bank.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any, shall be borne by the successful bidder as per applicable stamp act of Gujarat.

23. Evaluation process

There would be a two-stage evaluation process for the selection of vendor:

Stage 1 - Eligibility Cum Technical Bid

Stage 2 - Commercial Bid

The eligibility cum technical bids of all bidders would be evaluated first. The bidders who meet the Eligibility Criteria and technical requirements will be shortlisted for the commercial bid evaluation.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

A. Eligibility Bid Evaluation

Eligibility criterion for the bidder to qualify in this stage is clearly mentioned in Annexure 2. The bidder would need to provide valid supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

B. Technical Bid Evaluation

The Technical Proposal will be evaluated for technical suitability. Vendor shall provide compliance on the technical specifications requirement as given Annexure 12 in RFP. Also, Data sheet of the proposed product / models to be submitted along with the technical bid.

Compatibility of Computer Hardware and Peripherals:

Bank has the right to reject the proposed product if the device does not meet the technical specifications or is not compatible with the Bank's applications. Bidder / OEM will need to demonstrate the compatibility of the proposed product with Bank's application.

C. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the eligible Bidders. The commercial bids submitted by Bidders will be evaluated based on total cost of ownership. The bidder with the lowest total cost of ownership (TCO) will be the L1 bidder and will be recommended for award of the contract.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Note: Vendor has to quote in all categories. L1 vendor will be decided for each category separately on the basis of Lowest Total Amount.

Commercial Bids Terms

a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost.

c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.

d. The prices and other terms offered by bidders must be firm for an acceptance period of **180** days from the opening of the commercial bid.

e. In case of any variation (upward or downward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.

f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

g. Terms of payment as indicated in the Purchase Order that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the invoice contrary to the terms of the Purchase Order, the bidder should give a declaration on the face of the invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the invoice which are contrary to the terms contained in the Purchase Order will not hold good against the Bank and that the invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".

h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

Price Comparisons

a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.

b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected.

The rate quoted by the bidder should necessarily include the following:

- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, GST etc. GST will be paid at actuals.
- There will be no price escalation during the contract period and any extension thereof.
- The Bidders are expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

24. General Terms and conditions

24.1. The RFP document is not a recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

24.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

24.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

24.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

24.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

24.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

24.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

24.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

24.9. Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

24.10. Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

24.11. Only one submission of response to RFP by each Respondent will be permitted.

24.12. The Bank expects Bidder to adhere to the terms of this tender document and will not accept any deviations to the same.

24.13. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by the Bank.

24.14. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.

24.15. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation completion date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

24.16. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

24.17. The bidder shall ensure that no other equipment / structure / setup of Bank get damaged due to their activities. Any damages caused to Bank property due to bidder's negligence shall be passed on the Bidder's account.

24.18. The bidder getting the order shall deliver the necessary equipment at locations designated by the Bank. The equipment at individual sites will be deemed accepted only after all the items are installed and in working condition as per Bank's requirement.

25. Rules for Responding to this RFP

25.1. The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice / intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

25.2. All responses received after the due date/time would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a lately submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

25.3. The Bank has established RFP coordinators to provide a venue for managing bidder relationships and other requirements through the Bank's decision-making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact person from the Bank.

25.4. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

25.5. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the RFP Coordinator. Interpersonal communications will not be entered into, and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

25.6. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

25.7. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

25.8. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

25.9. Bidder should submit their Eligibility Cum Technical and Commercial bids only through modes specified.

25.10. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through any mode other than the modes specified, the RFP is liable to be summarily rejected.

25.11. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

25.12. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.

25.13. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

25.14. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

25.15. Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

25.16. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

25.17. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.

25.18. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

25.19. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

25.20. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

25.21. By submitting a proposal, the bidder agrees to a contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

25.22. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

25.23. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP.

25.24. The bidder covenants and represents to the Bank the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

25.25. The execution, delivery and performance under an Agreement by bidder:

- Will not violate or contravene any provision of its documents of incorporation.
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
- Except to the extent that the same has been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.

25.26. The Bank reserves the right to extend the dates for submission of responses to this document.

25.27. Preliminary Scrutiny - The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

25.28. Clarification of Offers - To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

25.29. No Commitment to Accept Lowest bid or Any Tender - The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

25.30. Erasures or Alterations - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

25.31. Price Discussion - It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

25.32. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

25.33. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

25.34. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

25.35. Service Provider shall provide background verification report of all the resources deployed (if any) on the The Valsad District Central Co-operative Bank Ltd project on the Bank's premises within 1 month from the date of on boarding on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.

25.36. The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.

25.37. This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.

25.38. Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.

25.39. Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.

25.40. For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates".

25.41. For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank. In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.

25.42. Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.

25.43. Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.

25.44. The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

25.45. The bidder shall represent that the hardware / software/ Service provided and / or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

25.46. All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

25.47. Incidental Services - The bidder shall provide all the services as specified in the tender document, particularly the Project Details and Scope of Work including Functional and Technical Requirement. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

25.48. At Bank's discretion, there will be an acceptance test by the Bank after supply of services as mentioned in the RFP. In case of discrepancy in the implementation, the Bank reserves the right to cancel the entire purchase contract.

25.49. Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the bidder has sole control of the defence and all related settlement negotiations (ii) the Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the bidder, except where the Bank is required by any authority / regulator to make a comment / statement / representation.

25.50. There will be an acceptance test by the Bank after supply and installation of hardware. In case of discrepancy in the implementation, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.

25.51. Bidder should ensure that the hardware / device delivered to the Bank including all components and attachments are brand new.

25.52. Undertaking on Information Security (Annexure 11) - The bidder should furnish a letter both from the original equipment manufacturer and also from the bidder's end providing an undertaking on Information Security of Authenticity for hardware supplied. This undertaking from both OEM and the bidder is on Information security as per regulatory requirement.

26. Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labour welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

27. Grievance Redressal

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief Executive Officer (CEO) at ceo@vdc.bank.in. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief Executive Officer (CEO)
The Valsad District Central Co-operative Bank Ltd,
Sahakar Sadan, Kacheri Road,
Valsad - 396001.

28. Prevention of Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

29. Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

30. The bid submission by related parties

If related parties (as defined below) submit more than one bid, then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- Bids submitted by holding company and its subsidiary company;
- Bids submitted by two or more companies having common director/s
- Bids submitted by partnership firms / LLPs having common partners
- Bids submitted by companies in the same group of promoters/management.

31. Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through any mode other than the modes specified as the case may be.
- It is received after expiry of the due date and time.
- It is incomplete including non-furnishing the required documents.

- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Submitted by related parties.
- It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- Reject any or all responses received in response to the RFP.
- Extend the time for submission of all proposals.
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Visit the place of work of the bidder.
- Conduct an audit of the services provided by the bidder.
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

32. Information/Cyber-Security Measures/Controls for selected bidder:

The bidder shall provide an undertaking on their letter head as per Annexure 19 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to bidder / outsourcing issued by regulators / legal entities from time to time. The bidder shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Bidders have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected bidder has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

33. Information Confidentiality

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. The Valsad District Central Co-operative Bank Ltd expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

34. Information Ownership

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

35. Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

36. Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

37. Order/Contract Cancellation

The Bank reserves its right to cancel the order / contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- Delay in site readiness and handing over the site to the Bank.
- Serious discrepancy in the quality of service / facility / security.
- The amount of penalties has exceeded the overall cap of 10% of the yearly contract value in any year during the contract period.
- Failure of the vendor to make good the situation within the remedy period.
- The selected vendor commits a breach of any of the terms and conditions of the RFP/contract.
- The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum. Further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other vendor/bidder. This is after repaying the original amount paid.

38. Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted (with hard copy to follow for email), addressed to the other party at the addresses and email given in the contract.

Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the communication was completed in full to the correct email sent to correct email address).

Any Party may change the address and email address to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

39. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

40. Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

41. Cumulative Remedies

The various rights and remedies of either party under the agreement (to be executed under this RFP) whether provided therein or otherwise, conferred by statue, civil law, common law, custom or trade usages are cumulative and not alternative and no one of them shall be exclusive of any other as of any right or remedy allowed by law and may be enforced successively or concurrently.

42. Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

43. Intellectual Property Rights

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the bidder deemed to grand exclusive, perpetual rights to use of the deliverables in favour of bank.

44. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Guidelines for submission of details

Eligibility Bid must contain the following (All the documents should be duly singed by authorized representative of bidder):

Section#	Section Heading	Pro-forma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder (regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India)	Annexure 03
3.	Bid Security (Earnest Money Deposit) from Bidder: • Transaction details in case paid through electronic mode (Annexure 04) • Original Bank Guarantee (in the format Annexure 05) • Bid Security Declaration in case of exemption (Annexure 06)	Annexure 04/05/06
4.	Letter of Undertaking from the bidder	Annexure 07
5.	Conformity Letter	Annexure 09
6.	Letter of Undertaking from the OEM	Annexure 10
7.	Undertaking of Information Security (Bidder & OEM)	Annexure 11
8.	Project Scope with Technical Specification (Technical compliance should be submitted with signed and stamped by the OEM).	Annexure 12
9.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document/digitally signed tender document from authorized representative of bidder.	Bidder to provide
10.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 14
11.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
12.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a copy of Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide
13.	Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID. (Bidder & OEM)	Bidder to provide

Section#	Section Heading	Pro-forma Given
14.	Declaration/ undertaking from bidder to comply with the Information and cyber security controls	Annexure 18
15.	Bidder to provide undertaking of Information/Cyber-Security Measures/Controls	Annexure 19
16.	Service Level and Non-Disclosure Agreement Format	Annexure 20

Commercial Bid should be strictly as per Commercial bid format (Annexure 15). Any commercial bid submitted not in conformity with Annexure 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

1. Guidelines

1. 1. Downloading of Tender Document

The tender document is uploaded / released on Bank's website (https://vdc.bank.in). Tender document and supporting documents may be downloaded from the same. Subsequently, bid has to be prepared and submitted physically in sealed covers ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually. Only those tenders shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1. 2. Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted physically in sealed covers only. Bids not submitted as above or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

1. 3. Do's and Don'ts for Bidder

- Bidders must prepare for submission of their bid documents well in advance.
- Bidder should not raise requests for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last.
- Bidder should not raise request for late submission.
- Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

Annexure 02 - Eligibility criteria compliance

Eligibility criterion for the bidder to qualify in this stage is clearly mentioned below. The bidder would need to provide valid supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	**General**		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last **5** years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs / Co-operative Banks) as on RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. **or** The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed / Digitally singed documents from authorized representative of bidder & OSD / OEM)
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical		Letter of confirmation from Bidder (self-certified letter).

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	Scope are covered in totality in the proposal submitted by the Bidder.		
6	Bidder needs to confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. Bidder also undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.		Undertaking as per Annexure 07 (signed / Digitally signed documents from authorized representative of bidder)
B	**Financial**		
B1	**Below clause Applicable for the OEM whose Desktop PCs are quoted (not applicable for Peripheral OEMs) or if the OEM is bidding directly**		
1	The Desktop OEM must have registered an average annual turnover of Rs. **300** Crore or above (from Indian operations only) during the last three completed financial years 2023-24, 2024-25 and 2025-26 (Not inclusive of the turnover of associate companies). *(If financial statements for the latest year is unaudited, the bidder can submit audited financial statements of the previous three years along with a letter of undertaking).*		Audited Financial statements for the financial years 2023-24, 2024-25 and 2025-26. Certified letter from the Chartered Accountant mentioning clearly Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
2	The Desktop OEM must be Net-profit making entity continuously for the last three years i.e. financial years - 2023-24, 2024-25 and 2025-26. **OR**		Audited Financial statements for the financial years 2023-24, 2024-25 and 2025-26. Certified letter from the Chartered Accountant mentioning clearly

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.		Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
B2	**Below clause Applicable for the Bidder if submitting bid as a partner of the OEM (Also the OEM whose products are quoted by the partner to meet the criteria mentioned in B1)**		
1	Bidder must have registered an average annual turnover of Rs. **5** Crore or above (from Indian operations only) during the last three completed financial years 2023-24, 2024-25 and 2025-26 (Not inclusive of the turnover of associate companies).		Audited Financial statements for the financial years 2023-24, 2024-25 and 2025-26. Certified letter from the Chartered Accountant mentioning clearly Turnover, Net Profit and Net worth.
2	The Bidder must be Net-profit making entity continuously for the last three years i.e. financial years 2023-24, 2024-25 and 2025-26. **OR** The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.		Certified letter from the Chartered Accountant mentioning clearly Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
C	**Experience & Support Infrastructure**		
1	The bidder should have supplied Computer Hardware & Peripherals not less than **100** Desktop PCs, **100** AIO type PCs, **50** Laptops and **50** Passbook Printers in the past three years to various branches / offices of Commercial Banks / Financial Institutions / Co-operative Banks / PSUs / Govt. Organizations in India.		Documentary Proof of order / contract copy / customer credentials.

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
2	The bidder should be an authorized partner of OEM in India for last **3** years		Letter of confirmation from OEM.
3	The Bidder should have support offices in **Valsad, Navsari & Dang Districts of Gujarat State.**		Letter of confirmation from Bidder with Detailed address and contact details of support offices
D	**Others**		
1	The OEM must ensure that the Hardware to be supplied will not be End of Sale in next 1 year and End of Support in next 5 years		Letter of undertaking from the OEM
2	For Desktops / AIOs / Laptops / PBPs, One bidder can bid only with one OEM and similarly one OEM can bid only with one bidder, but both cannot bid		Letter of undertaking from the OEM.
3	The OEM should have adequate stock of spares of all items supplied during the contract period		Letter of undertaking from the OEM.
4	The bidder should have technically qualified Engineers who have expertise and certification to support the installation of Desktop PCs / AIOs / Laptops / PBPs. While a call centre is acceptable for logging support requirements, support must be provided onsite by a qualified engineer as stated above		Letter of undertaking from the Bidder.

In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

Annexure 03 - Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Sir,

Sub: RFP for Supply, Installation and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers.

We, M/s ________________________________ are a ________________________________ (private / public limited company / LLP / Firm) incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008 / Indian Partnership Act 1932, having our registered office at ____ (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Description	Please select which is applicable
1. "I / we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that ______________ is not from such a country."	

Description	Please select which is applicable
2. "I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India from a bidder of a country which shares a land border with India; I/ we certify that _______________ is from such a country. I hereby certify that _______________ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"	

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]"

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this __________________ by __________________ 20___

Yours faithfully,

Authorized Signatory

Name:
Designation:
Bidder's Corporate Name:
Address:
Email ID:
Phone Number:
List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (if applicable)

Annexure 04 - Bid Security (Earnest Money Deposit)

(Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Sir,

Sub: RFP for Supply, Installation and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers.

We ________________________________ having our registered office at ________________________________ (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. **5,00,000**/- (Rupees **Five Lakhs** Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)//Bank Guarantee

UTR/Txn ref. No.: ________________________

Txn Date: ________________________

Remitting Bank: ________________________

Remitting Bank IFSC Code: ________________________

Beneficiary Account: The Valsad District Central Co-operative Bank Ltd - Sundry Creditors

Bank Account No.: 92702000011

Beneficiary Bank IFSC Code: IFSC Code

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document.

We ________________________________ having our registered office at ________________________________ (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this _________________ by _________________ 20___

Yours faithfully,

Authorized Signatory

Name:
Designation:
Bidder's Corporate Name:
Address:
Email ID:
Phone Number:

Annexure 05 - Bid Security Form

(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)

Date: ____________

To,

The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Dear Sir,

WHEREAS ________________________ (Company Name) registered under the Indian Companies Act 1956/2013 and having its Registered Office at ________________________, India (hereinafter referred to as "the VENDOR") proposes to offer its response to Bid No. _______________________________ (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE, ________________________ having Office at ________________________, India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ________________________ through our local office at ________________________ India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _________/- (Rupees _________________________ only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _________/- (Rupees _________________________ only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of ______________ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _________/- (Rupees _________________________ only) as aforesaid or extend the period of the guarantee beyond the said day of ______________ unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation

to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by courier, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the Vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
    i) our liability under this Guarantee shall not exceed Rs. _________/- (Rupees _________________________ only).
    ii) This Bank Guarantee shall be valid up to and including the date ______________ and
    iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of ________________________

Branch Manager
Seal & Address

NOTE:

1. Vendor should ensure that the seal & code no. of the signatory is put by the bankers, before submission of BG.
2. Stamp paper is required for the BG.
3. Bank guarantee if submitted, should be accompanied with copy of the SFMS transmitted at the time of issue of bank guarantee (if applicable).
4. Vendor should ensure that the bank guarantee should contain all terms & conditions as per this format. Bank guarantee submitted with any rider or deviation to the stipulated terms & conditions will not be accepted.

Annexure 06 - Bid Security Declaration for MSE/Startup

(For Micro and Small Enterprises (MSE) / Startups)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Sir,

Sub: RFP for Supply, Installation and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers.

1. I/We, the undersigned, declare that M/s ________________________ is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP/UDYAM for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. As per the RFP / Bid no: ________________________ floated for ________________________ at para no: ______________ a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

   a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
   b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person of ________________________ to make the declaration for and on behalf of ________________________. Letter of Authority for executing declaration is enclosed.

Dated this ______________ by ______________ 20___

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email ID:

Phone Number:

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

Annexure 07 - Undertaking from the Bidder

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Sir,

Sub: RFP for Supply, Installation and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

3. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.

4. Masked Commercial Bid (Annexure 14) and Commercial Bid (Annexure 15) have been submitted without any deviation. Bill of Materials which have been marked in the Masked Commercial Bid is as per the submitted Commercial Bid without any deviation.

5. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

   b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below:

   i. Name and Address of the Agent ________________________ (please specify NA if not applicable)
   ii. Amount and Currency in which Commission paid / payable - ___________________________________ (please specify NA if not applicable)
   iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - ________________________ (please specify NA if not applicable)

8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

9. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

10. We confirm that we are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. We also undertake to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.

11. We confirm that our company is not funded by The Valsad District Central Co-operative Bank Ltd and hence no sacrifice from the Bank's side is involved.

    (OR) We confirm that our company is funded by The Valsad District Central Co-operative Bank Ltd and there is no sacrifice involved.

    (OR) We confirm that our company is funded by The Valsad District Central Co-operative Bank Ltd and amount of sacrifice involved is Rs. ________________

12. We confirm that background verification of all the resources to be deployed on the Bank's project / on the Bank's premises has been / will be carried out. Whenever required, we shall provide such report within 1 month from the date of on boarding the resources on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.

Dated this ______________ by ______________ 20___

Yours faithfully,

Authorized Signatory

Name:
Designation:
Bidder's Corporate Name:
Address:
Email ID:
Phone Number:

Annexure 08 - Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Bidder:
Contact Person Name:
Tel No:
Email-ID:

Sr. No.	**Page #**	**Point / Section #**	**Clarification point as stated in the tender document**	**Comment/Suggestion/ Deviation**
1				
2				
3				
4				
5				
6				

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone #:

Date:

Annexure 09 - Conformity Letter

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Sir,

Sub: RFP for Supply, Installation and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers.

Further to our proposal dated ______________ in response to the Request for Proposal (Bank's tender No. _______________ hereinafter referred to as "RFP") issued by The Valsad District Central Co-operative Bank Ltd ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Dated this ______________ by ______________ 20___

Yours faithfully,

Authorized Signatory

Name:
Designation:
Bidder's Corporate Name:
Address:
Email ID:
Phone Number:

Annexure 10 - Letter of Undertaking from OEM

(This letter should be on the letterhead of the OEM / Manufacturer duly signed by an authorized signatory)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Sir,

Sub: RFP for Supply, Installation and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers.

We _________________________________ (Name of the OEM) who are established and reputable manufacturers of _________________________________ having factories at _________________________________ and do hereby authorize M/s _________________________________ (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of _________________________________ which are manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

The model(s) / product(s) _________________________________ proposed in this RFP is covered under 5 Years onsite comprehensive Warranty support from the date of installation of product.

We hereby extend our warranty support during this 5 years' period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder and hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

We assure you that in the event of M/s _________________________________ not being able to fulfil its obligation in respect of the warranty terms defined in the RFP then _________________________________ (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Dated this ______________ by ______________ 20___

Yours faithfully,

Authorized Signatory

Name:
Designation:
OEM's Corporate Name:
Address:
Email ID:
Phone Number:

Annexure 11 - Undertaking of Information Security

(This letter should be on the letterhead of the Bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Sir,

Sub: RFP for Supply, Installation and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers.

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done).

Further we undertake that the Software/hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trademark.

Dated this ______________ by ______________ 20___

Yours faithfully,

Authorized Signatory

Name:

Designation:

OEM's Corporate Name:

Address:

Email ID:

Phone Number:

Annexure 12 - Project Scope and Technical Specification

Bank based on the evaluation results will place the order to the vendor who is meeting the eligibility criteria mentioned in Annexure 02 and also comply to supply the Hardware / Software as per technical specifications as mentioned in Annexure 12A – 12D.

Bank under the existing RFP will have the right to order Desktops, All-in-One PCs, Laptops & Passbook Printers for its Branches and the vendor should be in a position to supply, install and support Desktops, All-in-One PCs, Laptops & Passbook Printers as per the requirement of Bank's Branches & Head Office. The Purchase Order & Payment will be released by IT department of the Bank.

1. Project Scope

The successful vendor will have to deliver the hardware with the following scope:

1. Vendor should be capable of providing all the Desktops, All-in-One PCs, Laptops & Passbook Printers that are specified under the Technical Specifications Annexure 12A – 12D.
2. Vendor has to quote in all categories of Desktops, All-in-One PCs, Laptops & Passbook Printers. L1 vendor will be decided for each category separately on the basis of Lowest Total Amount. Any bidder who is not quoted in all categories of Desktops, All-in-One PCs, Laptops & Passbook Printers will be disqualified.
3. Only one model under various Desktops, All-in-One PCs, Laptops & Passbook Printers requirement (whichever meets the Bank's requirement) needs to be quoted while submitting the bid. If it is found that the bidder quotes more than one model, then the whole tender submitted by the bidder is liable to be rejected.
4. Supply, commission, install, test, configure and maintain the Hardware / Software, which are approved by the bank, at various locations identified by the bank. The vendor will also coordinate with Networking and application vendors and provide the necessary assistance for successful installation, integration and functioning of application.
5. Compatibility issues of sub-systems with existing peripherals, OS, respective drivers, firmware, any other cards to be installed if required, are to be resolved by the vendor.
6. Break-fix support of supplied Hardware / Software and OS upgrades for Computer Hardware.
7. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed in the Hardware supplied by the vendor, the same should be done in coordination with Bank's identified team.
8. Bank's identified team will provide configuration details & other inputs to the vendor for configuring and successfully bringing the Computer Hardware in domain (DC WAN) by the vendor.
9. The vendor should liaison with Bank's identified team and provide service & support of the Desktops, All-in-One PCs, Laptops & Passbook Printers. The service calls will be

logged by Bank's identified team & the vendor need to support & service the same in coordination with them.

10. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same at the shifted location. Bank will bear transportation & transit insurance cost only in respect of shifting for already installed machines. The Warranty of the equipment will continue from the new location as the case may be & the vendor needs to provide service & support of the same from the new location.
11. All the parts of items supplied would be covered under comprehensive onsite 5 years' warranty. If there is any gap between Bank's requirement and OEM warranty, then it will be the responsibility of vendor to fill up the gap.
12. Vendor should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 5 years for Hardware from the date of its supply.
13. Vendor has to undertake BIOS upgrade and password protection as per requirement of the Bank/other authorities. Warranty should cover maintenance patches / bug fixes (available from the original software vendor) for system software & firmware patches / bug fixes, if any as per requirement of the Bank/other authorities.
14. Vendor should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards/ports, UPS, environmental conditions, illumination etc.
15. The system must be capable of scaling up at a later stage as and when required by the Bank.
16. The vendor shall coordinate with the existing hardware/software vendors to ensure seamless integration with the current systems, enabling smooth functioning of branch operations.
17. The vendor must ensure that the installation and configuration of the supplied hardware/software are carried out in accordance with the Bank's technical specifications and documentation.
18. If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank.
19. The vendor's scope includes installation / reinstallation / uninstallation of the Operating System (even if procured by the Bank) in the computer hardware supplied by the vendor.
20. The Vendor shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Vendor's negligence shall be passed on the Vendor's account.

21. Bank desires to procure Desktops, All-in-One PCs, Laptops & Passbook Printers for the branches / administrative offices across Valsad, Navsari & Dang districts of Gujarat, hence the selected vendor should work seamlessly throughout these districts.
22. Vendor needs to submit the data of all the inventories delivered in a specific excel file format that will include IP address, Mac Address, PO number, Location, Status of hardware i.e. installed or Site Not Ready with the username, Employee Number, Domain/ Non domain etc. The Format of IR Report and excel file will be provided along with PO issuance.

Compatibility of Desktops, All-in-One PCs, Laptops & Passbook Printers

1. If required Bank may call for Compatibility of Desktops, All-in-One PCs, Laptops & Passbook Printers from the vendors who have submitted the RFP. In Compatibility, the vendor needs to supply & install the Desktops, All-in-One PCs, Laptops & Passbook Printers of the same make & model proposed in their bid at our Bank's Head Office in Valsad.
2. The Compatibility of Desktops, All-in-One PCs, Laptops & Passbook Printers would be done to check whether the proposed model meets the technical specifications as mentioned in Annexure 12A – 12D.
3. Any bidder who is not complying with the above Compatibility of Desktops, All-in-One PCs, Laptops & Passbook Printers will be technically disqualified.
4. While the bank will be responsible for providing configuration details and testing the Hardware / Software, the vendor has to bear expenses for supply and support of the Hardware / Software for Compatibility Testing.
5. The bidder is required to submit all the hardware items listed from Annexure 12A to Annexure 12D for compatibility testing with the Bank's domain, within five (5) working days from the last date of bid submission. Failure to submit the required hardware within the specified timeline shall entitle the Bank to reject the entire bid at its sole discretion.

Support required in Valsad, Navsari & Dang Districts

The successful vendor has to provide same-day or next business day onsite support for installation or maintenance at Bank branches & offices in Valsad, Navsari & Dang districts as per banks requirement (From 10 am to 6 pm / 9 am to 5 pm on Bank working days).

The support engineer / team should also provide the inventory data periodically to update in Bank AM Tool for SNR cases and others cases as per bank requirement.

2. Technical Specifications:

"Enclosed in last of RFP Document"

Annexure 13 - Service Levels (SLA)

This Service Level Document is developed to provide Bank with optimal services rendered by the vendor.

Vendor should be capable of providing an uptime of 95% (during Warranty period), calculated on a quarterly basis.

Uptime percentage	**100% less Downtime Percentage calculated on a quarterly basis.**
Downtime percentage	Unavailable Time divided by Total Available Time.
Total Available Time	Two shifts a day (9am to 6pm) for six days a week
Unavailable Time	- Time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.

For SLA purpose a quarter will be treated as 90 days. If the vendor fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below 95%, the Bank shall have full right to terminate the contract under this RFP.

Penalty

The selected Vendor shall perform its obligations under the agreement entered into with the Bank, in a professional manner. In the event of failure of maintaining the uptime SLA and Warranty terms, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message over telephone / SMS or by e-mail till the system becomes functional or standby is provided. The selected vendor will provide onsite service of the equipment.

During the warranty period, for every fall of 1% above the permissible level of 95.00% down time on quarterly basis, penalty will be levied @ 1% of the price of the machine subject to maximum 10% of the price of the machine per quarter OR the warranty period will have to be extended by one month. The Vendor should immediately provide Bank with an equivalent standby system in case of failures.

The overall penalty on account of service level default is capped to a max 20% of the TCO value of that specific item.

These penalty charges will be deducted from the Bank guarantee offered as security deposit or from any Bill payable to the Vendor. Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the vendor under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

Note: If equivalent standby is provided that will not be considered as downtime to the maximum period of 7 working Days.

Annexure 14 - Masked Commercial Bid

Masked Commercial Bid Format

RFP Number: ____________________ dated __________

Sr. No.	Description	Qty.	Make & Model	Unit rate with 5 years warranty (₹)	Total Amount with 5 years warranty (₹)	GST Percentage (%)	Total Amount with GST (₹)
1	Desktop PC with Monitor (As per Annexure 12A)	**110**		XX.XX	XX.XX	XX.XX	XX.XX
2	All-in-One PC (As per Annexure 12B)	**15**		XX.XX	XX.XX	XX.XX	XX.XX
3	Laptop (As per Annexure 12C)	**2**		XX.XX	XX.XX	XX.XX	XX.XX
4	Passbook Printers (As per Annexure 12D)	**20**		XX.XX	XX.XX	XX.XX	XX.XX

We abide by following terms and conditions:

a. The total cost quoted by the bidder should be with 5 years' warranty. All prices to be quoted in Indian Rupee (INR) only and should be inclusive of all taxes, duties, levies. GST etc.
b. Vendor has to quote in all categories. L1 vendor will be decided for each category separately on the basis of Lowest Total Amount.
c. Price Bid should be comprising of values only up to 2 decimal places. For the evaluation purpose, Bank will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However, for the purpose of calculation, Bank will take the corrected figures/cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.
d. The Bidder should provide the commercial for every line item where the Bidder has considered the cost in the BOM. If any extra components/item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any additional charge. Bidder should make no changes to the quantity. If the cost for any line

item is indicated as zero/ blank, then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

e. All detailed technical specifications will be as per Annexure 12A to 12D.

f. There shall be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

g. In the case of additional requirements desired by the Bank, the Bank can place the order for additional 25% of the over and above the quantity for which Order is placed with selected bidder.

h. Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.

i. Bank will deduct applicable TDS, if any, as per the law of the land.

j. If there is any mismatch between Unit cost per year x Quantity x period and the total price quoted by the vendors, then Bank will consider the highest value among both the values for TCO calculation. However, the Purchase Order will be placed on lower value.

We hereby provide our undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory and Corporate Stamp:

Name:

Designation:

Vendor's Corporate Name:

Annexure 15 - Commercial Bid

"Attached as Excel Sheet "

Annexure 15 - Commercial Bid.xlsx

Annexure 16 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

WHEREAS M/s ______________________________ (Name of Bidder) a Company registered under the Indian Companies Act, 1956/2013 and having its Registered Office at ______________________________ (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by The Valsad District Central Co-operative Bank Ltd (the Bank) vide their Purchase Order no. ______________________________ (hereinafter referred to as "PO") dated _____________ for ______________________________.

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal Document No. ______________________ Dated _____________ for ______________________ (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than The Valsad District Central Co-operative Bank Ltd in your favour for Rs. _____________/- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, ______________________ a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at ______________________ and a branch inter alia at ______________________ India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ______________________ (name of Bank and its address) through our local office at ______________________ India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ______________________ do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. _____________/- (Rupees ______________________ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the

true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. ______________/- (Rupees _________________________ only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by The Valsad District Central Co-operative Bank Ltd shall be conclusive as regards the amount due and payable by us to you.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ______________ (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ______________/- (Rupees _________________________ only) as aforesaid or extend the period of the guarantee beyond the said ______________ (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above;

    a. our liability under this Guarantee shall not exceed Rs. ______________/- (Rupees ________________________ only)
    b. this Bank Guarantee shall be valid and remain in force up to and including the date ______________ and
    c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ______________ day of ______________ 20___

For and on behalf of ________________________

Branch Manager

Seal and Address

Annexure 17 - Bank Guarantee for early release of retention money

BANK GUARANTEE

(FORMAT OF BANK GUARANTEE)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Dear Sir,

WHEREAS ________________________________ (Name of Bidder) a Company registered under the Indian Companies Act, 1956/2013 and having its Registered Office at ________________________________ (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by The Valsad District Central Co-operative Bank Ltd (VDCCB) vide their Purchase Order no. ________________________________ (hereinafter referred to as "PO") dated ______________ for ________________________________

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. ______________/- (Rupees ________________________ only) will be made to the Bidder representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

1. Now this deed of guarantee witnesseth that in consideration of VDCCB agreeing to release a sum of Rs.______________/- (Rupees ________________________ only) representing balance 10% of the consideration amount payable to the Bidder in terms of, the said agreement, we ________________________________ (Bank) having our head office at ________________________________ and amongst other places, a branch at ________________________________ (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that:
   a) In the event of Bidder committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we ________________________ (bank) shall on demand, pay VDCCB without any demur Rs.______________/- (Rupees ________________________ only) and
   b) notwithstanding any right the Bidder may have against VDCCB or any disputes raised by the Bidder or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and VDCCB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.
2. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between VDCCB and the Bidder, indulgence shown to the Bidder by VDCCB, with or without the consent and knowledge of the

Guarantor or by any alterations in the obligations of the Bidder by any forbearance whether as to payment, time performance or otherwise.

3. (a) This guarantee shall remain valid until ______________ (date which is 3 months after expiry of warranty period), or until discharged by VDCCB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of VDCCB and save as aforesaid it will be in force until the Bidder complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the Bidder by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

4. In order to give effect to this guarantee, VDCCB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.
5. This guarantee shall continue to be in force notwithstanding the discharge of the Bidder by operation of law and shall cease only on payment of the full amount by the guarantor to VDCCB of the amount hereby secured.
6. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Bidder given or to be given to VDCCB in respect of the said contract.
7. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of VDCCB that the envelope was so posted shall be conclusive.
8. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:
   a) Our liability under this Bank Guarantee shall not exceed Rs. ______________/- (Rupees ________________________ only)
   b) This Bank Guarantee shall be valid up to ______________ (date which is 3 months after expiry of warranty period) and
   c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ______________ (three months after the date of expiry of the warranty).
   d) The guarantor has under its constitution powers to give this guarantee and Shri. ________________________ (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this ______________ day of ______________ 20___ at ________________________

For and on behalf of ________________________ (Bank).

Authorised Signatory
Designation
in favour of the Bank

Annexure 18 - Declaration / undertaking from bidder to comply with the Information and Cyber Security Controls

(To be submitted on Bidder's Letterhead)

To,

Chief Executive Officer,
The Valsad District Central Co-operative Bank Ltd
Sahakar Sadan, Kacheri Road, Valsad - 396001

Sir,

Sub: RFP for Supply, Installation and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers.

We, _______________________________ (Bidder Name), hereby declare and undertake that we shall comply with all the Information and Cyber Security controls, data privacy regulations, and guidelines mandated by The Valsad District Central Co-operative Bank Ltd, the Reserve Bank of India (RBI), NABARD, and other regulatory authorities, on an ongoing basis.

We understand that our access to the Bank's systems, networks, and data is subject to strict confidentiality and security protocols. We agree to subject our IT infrastructure and outsourced services to periodic IT audit and Technology Risk Assessments by independent agencies as required by the Bank, at no extra cost.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Date:

Annexure 19 - Information/Cyber-Security Measures/Controls for selected Bidder

(To be submitted on Bidder's Letterhead)

(This document contains the checklist of Cyber Security Controls which the vendor must strictly adhere to during the life cycle of the project. The vendor must tick 'Yes' against each parameter).

Sr. No.	Cyber Security Control Requirement	Complied (Yes/No)
1	Adherence to Bank's Information Security Policy and standard operating procedures.	
2	Implementation of strict access control and least privilege principles for vendor staff.	
3	Use of secure, encrypted channels for any remote support (if approved by the Bank).	
4	No unauthorized use of USB or external storage devices on the Bank's network.	
5	Prompt reporting of any observed security incidents or vulnerabilities to the Bank's IT team.	
6	Ensuring all supplied hardware is hardened as per the Bank's baseline security standards before deployment.	

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Date:

Annexure 20 - Service Level and Non-Disclosure Agreement Format

(To be executed on Non-Judicial Stamp Paper of requisite value as per the Gujarat Stamp Act by the successful bidder after the award of the contract)

This Service Level and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into on this ____ day of ___________, 20__ at Valsad, Gujarat.

BY AND BETWEEN

The Valsad District Central Co-operative Bank Ltd, having its Head Office at **Sahakar Sadan, Kacheri Road, Valsad - 396001** (hereinafter referred to as the "Bank" or "Purchaser", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

Vendor Company Name, a company incorporated under the Companies Act, 1956/2013, having its registered office at **Vendor Address** (hereinafter referred to as the "Service Provider" or "Vendor", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The Bank and the Service Provider are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. The Bank issued a Request for Proposal (RFP No: ____________________ dated ___________) for the Supply, Installation, and Maintenance of Desktops, All-in-One PCs, Laptops & Passbook Printers at the Bank's Head Office and Branches.

B. The Service Provider submitted its bid in response to the said RFP and was selected as the successful bidder to provide the required hardware and services.

C. The Parties are now desirous of executing this Agreement to formalize the Service Levels (SLA) and the Non-Disclosure (NDA) obligations governing the relationship.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

PART A: SERVICE LEVEL AGREEMENT (SLA)

1. Scope of Services

The Service Provider agrees to supply, install, configure, and maintain Desktops, All-in-One PCs, Laptops & Passbook Printers as detailed in the Purchase Order and Annexure 12 of the RFP. The Service Provider shall provide a comprehensive onsite OEM back-to-back warranty and maintenance support for a period of **5 (Five) years** from the date of successful installation.

2. Service Level Metrics and Uptime Guarantee

2.1. The Service Provider shall ensure an uptime of **95%** for all supplied hardware during the warranty period, calculated on a quarterly basis (90 days).
2.2. **Total Available Time:** Two shifts a day (9:00 AM to 6:00 PM) for six days a week (excluding Bank Holidays).
2.3. **Downtime Calculation:** Downtime will be calculated from the time a breakdown message is logged over the telephone, SMS, email, or ticketing portal until the system becomes fully functional or an equivalent standby is provided.
2.4. **Standby Equipment:** If the repair of any equipment takes more than 48 hours, the Service Provider must provide an equivalent or higher configuration standby equipment to ensure business continuity. Standby deployment will pause the downtime clock for a maximum period of 7 working days.

3. Response and Resolution Times

3.1. **Response Time:** All support calls/tickets must be responded to within **4 working hours** of logging the issue.
3.2. 3.2 **Resolution Time:** All hardware issues must be resolved, or a standby provided, within **Next Business Day (NBD)** for the Head Office and within **48 hours** for remote/rural branch locations.

4. Penalties for SLA Breach

4.1. For every fall of 1% below the permissible uptime level of 95.00% on a quarterly basis, a penalty will be levied at **1% of the purchase price** of the specific machine, subject to a maximum of **10%** of the machine's price per quarter.
4.2. Alternatively, at the Bank's sole discretion, the warranty period for the defaulting machine may be extended by one month for every SLA breach instance.
4.3. The overall penalty on account of service level defaults during the contract period is capped at **20% of the Total Cost of Ownership (TCO)** of the delayed/defaulting items.
4.4. Penalties will be deducted from the outstanding payments, retention money, or by invoking the Performance Bank Guarantee (PBG).

5. Helpdesk and Support

The Service Provider shall maintain a dedicated helpdesk/call logging mechanism. An Escalation Matrix detailing Level 1, Level 2, and Level 3 support contacts, including the Head, must be provided to the Bank and updated immediately upon any personnel changes.

PART B: NON-DISCLOSURE AGREEMENT (NDA)

6. Definition of Confidential Information

"Confidential Information" shall mean any and all technical, financial, operational, or business information, including but not limited to network architecture, IP addresses, software configurations, customer data, passwords, security protocols, and banking processes, disclosed by the Bank to the Service Provider, whether verbally, electronically, or in writing, during the course of this engagement.

7. Obligations of Confidentiality

7.1. The Service Provider agrees to hold the Bank's Confidential Information in strict confidence and shall exercise the same degree of care to prevent its disclosure as it uses to protect its own sensitive information, but in no event less than a reasonable degree of care.

7.2. The Service Provider shall not use the Confidential Information for any purpose other than fulfilling its obligations under this Agreement and the RFP.

7.3. The Service Provider shall restrict access to the Confidential Information to its employees, subcontractors, and agents strictly on a "need-to-know" basis, provided that such individuals are bound by written confidentiality obligations no less restrictive than those contained herein.

8. Exceptions

The obligations of confidentiality shall not apply to information that:

a) is or becomes publicly available without a breach of this Agreement;
b) was lawfully in the Service Provider's possession prior to disclosure by the Bank;
c) is independently developed by the Service Provider without reference to the Bank's Confidential Information; or
d) is required to be disclosed by law, court order, or regulatory authority, provided that the Service Provider gives the Bank prompt written notice of such requirement to allow the Bank to seek a protective order.

9. Information Security and Cyber Safeguards

9.1. The Service Provider shall not copy, extract, or retain any Bank data from the storage devices (Hard Disks/SSDs) of the supplied hardware. In the event of a storage device failure, the defective drive will *not* be handed over to the Service Provider but will be retained by the Bank to ensure data privacy.

9.2. The Service Provider shall comply with all Information/Cyber Security guidelines issued by the Reserve Bank of India (RBI) and NABARD regarding outsourcing risks and hardware supply chains.

10. Return or Destruction of Materials

Upon the termination or expiration of this Agreement, or upon the Bank's written request, the Service Provider shall promptly return or safely destroy all physical and digital records of the Bank's Confidential Information and certify such destruction in writing.

11. Injunctive Relief

The Service Provider acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Bank, for which monetary damages may be inadequate. Accordingly, the Bank shall be entitled to seek immediate injunctive relief to enforce the terms of this NDA, in addition to any other legal or equitable remedies available.

PART C: GENERAL TERMS & CONDITIONS

12. Term and Termination

12.1. **Term:** This Agreement shall commence on the date of execution and shall remain in force for the entire contract period of **5 (Five) years** (matching the warranty period), plus an additional survival period for confidentiality obligations.

12.2. **Survival:** The obligations of confidentiality under Part B shall survive the expiration or termination of this Agreement for a period of **5 years**, or indefinitely for information categorized as trade secrets or customer-identifiable data.

12.3. **Termination for Breach:** The Bank reserves the right to terminate this Agreement and the underlying purchase order, in whole or in part, by giving a 30-day written notice if the Service Provider commits a material breach of the SLA or NDA and fails to remedy the same within the notice period.

13. Indemnification

The Service Provider shall indemnify, defend, and hold harmless The Valsad District Central Co-operative Bank Ltd, its directors, officers, and employees from and against any claims, damages, losses, liabilities, and expenses (including legal fees) arising out of:

a) Any breach of the confidentiality obligations herein.
b) Any infringement of third-party Intellectual Property Rights (patents, copyrights, trademarks) relating to the hardware or software supplied.
c) Any negligent act, omission, or wilful misconduct by the Service Provider or its personnel.

14. Limitation of Liability

The Service Provider's aggregate liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the Total Cost of Ownership (TCO) of the contract. However, this limitation shall not apply to breaches of confidentiality, intellectual property infringement, or bodily injury/property damage caused by the Service Provider's gross negligence.

15. Dispute Resolution and Governing Law

15.1. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be settled amicably through mutual discussions between the senior management of both Parties.

15.2. If the dispute is not resolved within 30 days, it shall be referred to and finally resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator mutually appointed by both Parties.

15.3. The seat and venue of arbitration shall be **Valsad, Gujarat**, and the proceedings shall be conducted in the English language.

15.4. This Agreement shall be governed by and construed in accordance with the laws of India. The courts of **Valsad, Gujarat** shall have exclusive jurisdiction over any matters arising out of this Agreement.

16. Entire Agreement

This Agreement, along with the RFP document, subsequent addendums, and the Purchase Order, constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions, proposals, and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level and Non-Disclosure Agreement to be executed by their duly authorized representatives on the date and year first above written.

For and on behalf of:

The Valsad District Central Co-operative Bank Ltd

Signature: ___________________________________

Name: ____

Designation: _________________________________

Date: ____

Company Seal:

For and on behalf of:

[Insert Vendor Company Name]

Signature: ___________________________________

Name: ____

Designation: _________________________________

Date: ____

Company Seal:

WITNESSES:

1. Signature: ______________________

Name: ____________________________

Address: _________________________

2. Signature: ______________________

Name: ____________________________

Address: _________________________

Annexure 12A to 12D - Technical Specifications

(The Bidder must write "Yes" or "No" in the compliance column. Any deviation must be explicitly mentioned).

Annexure 12A - Desktop PC with Monitor

Sr. No.	Component	Specification Required By Bank	OEM Compliance	
			Yes / No	If No, Remarks
1	Form Factor	Tower / Slim / SFF		
2	Processor	Intel Core i5 14th Gen / AMD Ryzen 5 8000 or equivalent or higher, 6 cores or more		
3	Chipset	Any compatible Intel / AMD Chipset meeting the specifications. Motherboard should be of OEM Make with OEM logo embossed on it		
4	Memory (RAM)	16 GB DDR5 4800 MT/s or higher (1x16GB), expandable to at least 64 GB or higher, minimum 2 DIMM slots		
5	Storage	512GB or higher M.2 PCIe NVMe SSD or higher, extra M.2 / SATA port required		
6	Display	Min. 21" Wide TFT LED Colour Monitor (Make – Desktop OEM)		
7	Graphics	Integrated UHD Graphics or equivalent		
8	Network	Integrated 10/100/1000M GbE adapter with Wake on LAN		
9	Keyboard	USB Wired Keyboard US International (QWERTY) (Make - OEM)		
10	Pointing Device	Two Buttons with scroll button USB Mouse with PAD (Make - OEM)		
11	Operating System (Inbuilt / Preloaded)	Windows 11 Pro 64-bit License preloaded with Drivers and Recovery Drive		
12	Video Output	HDMI 2.0 or higher / DisplayPort 1.4 or higher / Both		
13	Video Input	HDMI 2.0 or higher / DisplayPort 1.4 or higher / Both		

14	Chassis Rating / Power Supply	Min 180W 100-240VAC 50-60Hz		
15	Expansion Slots	Min. One PCI Express x16, Min. One PCIe x 1 / PCIe / PCI		
16	Ports	Front - Min. 2 USB port, Universal Audio Jack. Rear - Min. 4 USB port, Ethernet (RJ 45), 1 no. of VGA / HDMI + 1 no. of HDMI / DVI Port / Display Port. Note: Total USB Ports 6 no's out of which Min 2 USB Port with 3.2 required.		
17	Total Drive Bays	Minimum 2 bays		
18	Security	Boot Setup Password & TPM 2.0, BitLocker (Drive based encryption)		
19	Accessories	High-Definition Audio or equivalent with Internal / External Speaker (OEM Make)		
20	Warranty	5 years OEM Onsite Warranty		
21	Other software / package	Office Home & Business 2024 ESD		

Annexure 12B - All-in-One (AIO) PC

Sr. No.	Component	Specification Required By Bank	OEM Compliance	
			Yes / No	If No, Remarks
1	Processor	Intel Core Ultra 5, 10 cores or higher		
2	Chipset	Any compatible Intel / AMD Chipset meeting the specifications. Motherboard should be of OEM Make with OEM logo embossed on it		
3	Memory (RAM)	16 GB DDR5 5600 MT/s or higher (1x16GB), expandable to at least 64 GB or higher, minimum 2 DIMM slots		
4	Storage	512GB or higher M.2 PCIe NVMe SSD or higher, extra M.2 / SATA port required		
5	Display	Min. 23.8-inch or higher, Min. FHD (1920 x 1080) or higher, Anti-Glare, Wide Viewing Angle		
6	Graphics	Integrated UHD Graphics or equivalent		
7	Network	Integrated 10/100/1000M GbE adapter with Wake on LAN		
8	Keyboard	USB Wired Keyboard US International (QWERTY) (Make - OEM)		
9	Pointing Device	Wired USB Mouse with Two Buttons & scroll button (Make - OEM)		
10	Camera	5.0 MP Full HD or above		
11	Operating System (Inbuilt / Preloaded)	Windows 11 Pro 64-bit License preloaded with Drivers and Recovery Drive		
12	Ports	Min 1 x USB Type-C port, Min 4 x USB Type-A port, Universal Audio Jack, Display Port / HDMI Port. Note: Total USB Ports 5 no's out of which Min. 2 USB Ports with USB 3.0 required		
13	Security	Boot Setup Password & TPM 2.0, BitLocker (Drive based encryption)		

14	Accessories	Inbuilt Webcam, Microphone & Speakers, Standard Mouse Pad		
15	Warranty	5 years OEM Onsite Warranty		
16	Other software / package	Office Home & Business 2024 ESD		
17	Stand	Height Adjustable Stand		

Annexure 12C - Laptops

Sr. No.	Component	Specification Required By Bank	OEM Compliance	
			Yes / No	If No, Remarks
1	Processor	Intel Core i7 / Intel Core Ultra 7 / AMD Ryzen 7 / AMD Ryzen AI 9 or equivalent or higher, 8 cores or higher		
2	Memory (RAM)	16 GB DDR5 or LPDDR5X 5600 MT/s or higher, 2 x 8GB or 1 x 16GB		
3	Storage	512GB or higher M.2 PCIe NVMe SSD		
4	Display	14" or higher, Non-Touch, FHD or higher, IPS, Anti-Glare, 250 nits or higher		
5	Graphics	Intel Arc Graphics / AMD Radeon Graphics or dedicated graphics card		
6	Network	RJ45 Gigabit Ethernet, Wi-Fi 6 or higher, Bluetooth 5.4 or higher		
7	Keyboard	English International, Backlit & Spill proof, preferably with numeric keypad		
8	Pointing Device	Standard Touchpad with support for two buttons & scrolling (Make - OEM)		
9	Camera	FHD (1080p) or higher		
10	Operating System	Windows 11 Pro, English (Preloaded)		
11	Video Output	HDMI 1.4 or higher / DisplayPort 1.4 or higher / Both		
12	Ports	Min 2 USB 3.2 Gen 1 (5 Gbps) ports, Min 1 USB 3.2 Gen 1 (5 Gbps) Type-C® port, 1 Universal Audio port, 1 HDMI 1.4 or higher port, 1 power-adapter port		
13	Battery	Min 3-Cell, Li-Ion		
14	Accessories	Backpack		
15	Warranty	A) Battery - 3 years Warranty B) Laptop - 5 years OEM Onsite Warranty		
16	Other software / package	Office Home & Business 2024 ESD		

Annexure 12D – Passbook Printers

Sr. No.	Component	Specification Required By Bank	OEM Compliance	
			Yes / No	If No, Remarks
1	Printer Type	24 pins Impact Dot Matrix (EPSON PLQ-35 or equivalent or higher)		
2	Number of Pins	24		
3	Printing Method	Bi-direction with logic seeking		
4	Print Speed	Min. DQ - 360 CPS & LQ - 100 CPS		
5	Drivers support	Microsoft Windows 11		
6	Interfaces	Bi-directional parallel interface (IEEE-1284 nibble mode supported), Serial I/F, High Speed USB 2.0		
7	Noise	Less than 64 dB		
8	Compatible Software	Compatible with TCS BaNCS		
9	Supported Control Code	PR2, WNI4915, IBM4722, IBM PPDS, ESC/P2, ESC/P2		
10	Passbook Handling	Width - 110 to 241.3 mm Length - Horizontal: 127 to 220 mm, Vertical: 85 to 220 mm Thickness - Maximum: 2.6 mm, Cover Page: 0.2 to 0.5 mm, Each Page: 0.1 to 0.15 mm		
11	Ribbon Cartridge Colour	Black		
12	Mean Print Volume Between Failure (MVBF)	21 million lines or more		
13	Mean Time Before Failure (MTBF)	30000 POH (Power-On Hours) or more		
14	Software	Status Monitor		