



ಕರ್ನಾಟಕ ವಿಕಾಸ ಗ್ರಾಮೀಣ ಬ್ಯಾಂಕ್

ಸಿಂಡಿಕೇಟ್ ಬ್ಯಾಂಕ್ ಪ್ರವರ್ತಿಸಿದ ಸರ್ಕಾರಿ ಸ್ವಾಮಿತ್ವದ ಶೆಡ್ಯೂಲ್ಡ್ ಬ್ಯಾಂಕ್

Karnataka Vikas Grameena Bank

Head Office : Dharwad

ಪ್ರಧಾನ ಕಛೇರಿ : ಧಾರವಾಡ.

INFORMATION TECHNOLOGY DIVISION

Sub: Supply, Installation, Commissioning and Maintenance of 79 Nos. One KVA Solar powered UPS Systems with 4 years AMC after Warranty period of 3 years for our Branches/Offices in India.

Tender Document Details:

Tender Reference Number and Date	RFP:02/01/2017/ITD/Solar-UPS/arm dated 05/01/2017
Last date for seeking Clarifications	20/01/2017
Date for submitting the Bid documents	06/02/2017 upto16.00hours
Date of opening of Bids	06/02/2017 at 16.30hours
Earnest Money Deposit/Bid Security	Rs.4.50 Lakh valid for 6 months from the last date of submission of Bids in the form of Bank Guarantee
RFP Cost	Non-refundable Rs.15,000/- in the form of DD.

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

Issued by:

General Manager
Information Technology Division.
Karnataka Vikas Grameena Bank,
HO, Old PB Road, Dharwad 580 008

Contact Numbers:

Tel: 0836-2442204.
Fax: 0836-2796843.

Email Address- dit@kvgbank.com

To
All Eligible Bidders

Sub: Supply, Installation, Commissioning and Maintenance of 79 Nos. One KVA Solar powered UPS Systems with 4 years AMC after Warranty period of 3 years for our Branches/Offices in Karnataka.

We request you to submit your proposal for the above mentioned requirements as per the specifications detailed in **Annexure-I**.

Scope Overview: The broad scope of the RFP is given below:

- Supply, install, commission and ongoing maintenance of 79 Nos. 1 KVA Solar powered UPS Systems with 4 hours backup as per the specification listed in Annexure-I.
- The Contract duration is for a period of 7 years. The bidder is required to provide 4 years AMC after 3 years comprehensive onsite warranty for all equipment supplied by the bidder.
- Batteries will carry 3 Years warranty. AMC not required for Batteries.
- The quantity mentioned above, is indicative and the Bank reserves the right to vary the quantity as per requirement.
- Bank may place orders in lots as per the requirement of the Bank.

1) Eligibility Criteria:

The bidders are required to comply with all the below stated criteria:

Sl. No.	Details	Support Documents to be submitted
1.	Bidder should be a Registered Company in India for the last three years.	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company).
2	Bidder should have supplied not less than 100 Nos. of Solar powered UPS Systems together in Banks/ Financial Organizations/Public Sector Undertakings/ Government Departments in India in the last 3 Financial years	Certificate (as per Annexure –Q) from Banks/ Financial Organizations/Public Sector Undertakings/ Government Departments on successful installation/implementation of Equipments from the Organisations where it was installed/ implemented with PO No and Date. (Also furnish the information in Annexure-J)
3	The brands offered for this RFP, should be from Original Equipment Manufacturers (OEM), who have direct presence or representative offices in India and should have supplied in India during 2013,2014, 2015 and 2016 years The Authorised distributor/Agent participating in the Bid, should also have direct presence or representative offices in India	Details of brands offered, details of OEM offices in India with contact person details, mobile numbers and proof of having supplied such brands in India during 2013, 2014, 2015 and 2016 years. Details of Authorised distributor/Agent participating in the Bid
4	OEM should provide a letter, on Equipment support and availability of spares during	Certificate from OEM on Equipment

Sl. No.	Details	Support Documents to be submitted
	<p>contract period of 7 years.</p> <p>OEM should also provide certificate that all Equipments offered are not at 'End of Life' and have 'End of Support' for a minimum of 7 years from now.</p>	<p>support and availability of spares during contract period of 7 years (i.e., through the life of entire contract period).</p> <p>Certificate from OEM on Non-End of Life and Non-End of Support for a minimum of 7 years (i.e., through the life of entire project period).</p>
5	The Bidder / Bidder's parent company should be a profit making company/firm during at least 2 out of the immediate three consecutive financial years.	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years. (Also furnish the information in Annexure-J)
6	Bidder should have an average turnover of Rs. 50 Crores for the last immediate three consecutive financial years.	Certified copies of Audited Financial Statements or certificate from Auditors providing the Turn Over details for the last three years. (Also furnish the information in Annexure-J)
7	The bidder should not have been black listed by any Govt. Financial Institutions/Banks/Government departments/Semi-Government departments/PSUs in India.	A self-declaration by the Bidder
8	The Bidder's company should not be owned or controlled by any Director or Employee (or Relatives) of Karnataka vikas Grameena Bank	A self-declaration by the Bidder on Company's letter head.
9	Safety certificates for the product from the approved National Accreditation Board for Testing for Testing and Calibration Laboratories (NABL) like NISA/CI/ETDC/CPRI or equivalent labs.	Certificate Xerox copies
10	Govt. approved Test report for performance testing for UPS systems- from National Test House Lab report or equivalent	Certificate Xerox copies
11	The offered UPS Systems should have BIS Certifications	Certificate Xerox copies
12	<p>The Bidder should have Own/Franchisees Service support centres within 150 Kms from our Regional Offices, listed below, as on date of RFP.</p> <p>However, the Bidder shall undertake to setup service support centers, if awarded the contract.</p> <p>However, Bidder's representative and local office at Dharwad will be the contact point</p>	Details are to be provided in Annexure-H.

Sl. No.	Details	Support Documents to be submitted
	for the Bank. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both.	

Note: The UPS Systems will be installed across the Karnataka State.

Bank's Regional Office locations

Bagalakot, Belgaum, Bijapur, Chikkodi, Dharwad, Gadag, Haveri, Kumata and Mangalore.

The bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The Bidder should enclose proof in support of all eligibility criteria while submitting the Bid Proposal, failing which, the Bid Proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credential letters should be appropriately bound, labelled and segregated in the respective areas.

2) Scope of Work

Karnataka Vikas Grameena Bank has a network of more than 615 Branches across the Karnataka. All the Branches of the Bank have been covered in Enterprise Wide Network of Core Banking Solution (CBS) of the Bank. Now, the Bank intends to establish Banking facility through VSAT in few remote locations, where regular Electric power supply is not available, as part of Financial Inclusion Project of GOI and provide Solar powered UPS support for these VSATs & other equipments. The bidder is required to supply, install, commission and provide ongoing onsite maintenance support for the UPS Systems over the tenure of the contract i.e 7 years. Bidder is required to provide maintenance for UPS Systems (excluding batteries) for 7 years i.e. 3 years comprehensive onsite warranty and 4 years onsite AMC. UPS batteries will have only 3 years warranty.

The Bank will arrange for pre delivery inspections of Solar powered UPS Systems.

The selected bidder is required to undertake all the works mentioned in the RFP document:

- a. Delivery, Installation and maintenance:**
 - i. The bidder to coordinate with the respective Branches/Regional office/ Administrative Office in respect of all the works relating to this particular RFP
 - ii. The bidder is responsible for supply and delivery, transportation, transit insurance, storage and installation, insurance up to acceptance by the bank, installation and commissioning of Solar UPS Systems at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
 - iii. Any delay in installation of Solar UPS Systems for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation and acceptance of the Solar UPS Systems and other equipments by the Bank
 - iv. The bidder shall be responsible for installation and commissioning and other related activities such as unpacking, uncarting, inspection etc.
 - v. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered/not as per the specification/ are damaged etc., the bidder or their engineer/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Bidder shall have to

- arrange for all testing equipments and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank
- vi. In case damage of the bank's property during Solar UPS Systems delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at his own cost.
 - vii. The bidder shall ensure compatibility of the hardware, software and other equipments that they supply with the hardware and software systems being used in the bank
 - viii. The bidder shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by the bidder.
 - ix. If any particular Solar UPS Systems is becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the Solar UPS Systems and bidder should replace the Solar UPS Systems with another new Solar UPS Systems at no additional cost to the Bank.
 - x. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (minimum once in a quarter) as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
 - xi. All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this agreement, shall be made to the equipment at no cost to the Bank.
 - xii. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
 - xiii. The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / or malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
 - xiv. The bidder shall provide replacement equipment if any equipment is taken out of the premises for repairs.

b. Warranty and AMC

- i. The Products supplied by the bidder shall carry minimum 36 months Comprehensive on-site warranty covering total equipment from the date of acceptance. The bidder shall provide 48 months onsite comprehensive AMC post the warranty period. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements etc procured from the bidder, with maintenance (24/7 support) by FAX, email, telephone and onsite support, if any.
- ii. In the case of authorized/ channel partners, Warranty shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified.
- iii. Besides general warranty support, critical support details should be furnished. The successful bidder shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.

- iv. Solar UPS Systems supplied by the bidder shall carry a free comprehensive, onsite warranty for a minimum period of Three (3) Years and AMC for next Four (4) Years from 4th year to 7th Year
- v. This warranty shall remain valid for a minimum period of 36 (Thirty six) months after the goods, or any portion thereof as the case may be, have been delivered to, accepted and installed at the final destination indicated in the Contract, or for minimum period of 39 (Thirty Nine) months after the date of delivery, whichever period concludes earlier.
- vi. List of spares with prices to be submitted by Bidder valid for Seven years.
- vii. During the warranty and AMC period selected bidder shall visit on his own the Offices once in a quarter for preventive maintenance support.
- viii. During Warranty and AMC period all parts of Solar UPS Systems are to be covered. The Bidders shall submit the details of parts not covered during Warranty/AMC period, along with Bid documents.
- ix. The bidder warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- x. The bidder has to submit the confirmation as per ANNEXURE –E MANUFACTURERS' AUTHORISATION FORM that for the subsequent AMC the bidder is taking the AMC support from the OEMs.
- xi. Manufacturer's/ Bidder's warranty certificate/s should be provided to the Bank. However, the responsibility of comprehensive Warranty period lies primarily with the Solar UPS Systems bidder only
- xii. The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty & AMC. The bank may log a call with the bidder by phone, fax, email or any other manner the bank desires.

3) Payment terms :

Within Thirty (30) days of the receipt of Purchase Order from Bank, the successful Bidder shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Karnataka Vikas Grameena Bank, for 10% (ten percent) of the contract value (excluding AMC Charges), valid for 42 months from the BG date as per Annexure- L.

The bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the bidder 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.

The scope of work is divided in different areas and the payment would be linked to delivery by the successful Bidder and acceptance by the Bank of each area as explained below:

All payments will be released from our office within 30 days of claim on submission of all relevant documents and proofs. The payments will be released through NEFT/ RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

- i) **On Delivery & Installation:** Seventy (70) % of the Contract Price of the Goods along with 100% sales tax, 100% Octroi, wherever applicable, backed by necessary proof shall be paid on receipt of goods and upon submission of the following documents (separate requests for release of Octroi payments will not be entertained):

- Bidder's Original Invoice (with certified Xerox copy), showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. Of the Equipment/s etc.
- Original Delivery Note signed by Consignee or Acknowledgement of receipt of goods from the Consignee with the name of the Official who has received the Goods, designation and mobile number.
- Insurance Certificate.
- Manufacturer's/ Bidder's Warranty Certificate.
- Bidder's Factory Inspection report/ Inspection Testing Certificate issued by Testing Agency.

ii) **On Final Acceptance:** Thirty (30) % of the Contract Price of the Goods shall be paid on Installation and Acceptance Certificate issued by the Bank's representative and upon submission of the following documents..

- Installation Note and successful working of UPS Systems, signed by Bank Officers with the name of the Official, designation, stamp of branch/office and mobile number
- Copy of the Bidder's Invoice showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. Of the Equipment/s etc.

However, if for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence acceptance certificate cannot be issued, the above 30% of the Total Contract Price shall be paid, within 90 days from the date of receipt of goods at the respective locations. In such a case, the Bidder shall have to produce document showing "Site not Ready" status from the representatives of Karnataka Vikas Grameena Bank at respective locations and to undertake to install and successfully commission the Equipments within 3 days of confirmation of readiness of infrastructure by the Bank. This, however, does not preclude the Bank from invoking the Performance Security if warranted, as per the terms of this Bid Document.

iii) **AMC Payment:**

- i) The invoice for AMC renewal proposal is to be submitted at our Office at least 30 days before due date for renewal of AMC, every year.
- ii) AMC shall be paid in advance on half yearly basis in two instalments within thirty days of receipt of claim at the start of each half year, after completion of warranty/ maintenance obligations of the previous year, at the rates quoted, on receipt of a AMC Bank Guarantee, issued by a scheduled Bank in India other than Karnataka Vikas Grameena Bank, as per Annexure – M, for the equivalent AMC amount per annum, valid for a period of 54 months from the date of completion of free warranty period.

The Bank Guarantee submitted towards performance security taken during warranty period will be released only after receipt of the above. Non-submission of AMC Bank Guarantee at least 30 days before the expiry of Performance security will be sufficient reason for invoking the performance security. No separate AMC Agreement needs to be executed. However, all the systems shall be properly maintained irrespective of Non-claiming/Non-renewal of AMC by the bidder in time.

4) DELIVERY PERIOD:

The Bank reserves the right to stagger the deliveries depending upon the readiness of sites at various locations. The Selected Bidder shall inform the readiness of the UPS Systems for the purpose of pre-shipment testing in writing well in advance.

The selected vendor shall install & commission UPS Systems, within 4 weeks from the date of delivery instructions issued by the Bank for the same including the Pre-Delivery Inspection.

Wherever road permits are required one additional week will be provided to complete installation.

In case of delivery of Equipment to States where Road Permit is required for transportation of goods, it is the responsibility of Bidders to provide the same making all the arrangements required in advance. However, Bank will provide any letter, if required by the Bidders for carrying out the task.

5) Liquidated Damages:

For any delay, over and above 4 from the date of work order LD @ 0.5% per week subject to a maximum of 10% bill of materials will be levied and recovered from the final payment due.

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

6) Service Level Agreements (SLAs)

The Bidder shall abide to the Service Level Agreements mentioned in the RFP as below:

Solar powered UPS System Maintenance :

The selected bidder will assume total responsibility for the fault free operation of UPS Systems and maintenance during the warranty& AMC period for a total duration of Seven years. The selected bidder will accomplish preventive maintenance activities/ software, firmware upgrades on Quarterly basis and breakdown maintenance to ensure that all hardware function without defect or interruption.

The selected bidder will also provide software/firmware upgrades during the warranty& AMC period without any additional cost to the Bank.

On lodgement of complaint, service should be provided and rectification of reported problem within next business day from the time of reporting the complaint. In case of failure of the selected bidder, Bank will levy a penalty of ₹.500/- per day per unit each time for such failure.

In case any part is found defective (i.e. the defective parts / units/ components supplied by the vendor)& needs to be taken to the selected bidder's Premises/lab for repairs the selected bidder should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 24 hours. In case of failure of the selected bidder, Bank will levy a penalty of Rs.1000/- per day per unit each time for such failure. Vendor will not be penalized for reasons beyond his control/ scope.

Penalty will be charged subject to a maximum of *10% of the basic contract value*

The amount of penalty will be recovered from the selected bidder from payments due to them. In case, no payments are due, the selected bidder has to remit the same within 15

days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the selected bidder.

However, if the UPS Systems is down due to the reasons attributable to the Bank, the selected bidder has to submit proof for the same for not levying the penalty.

7) Authorization to Bid:

The proposal/ Bid being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in on-line-seal bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc. to be provided.

The XEROX copy of necessary Original resolutions/authority/ Power of Attorney having authority to Authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel as per ANNEXURE-F

8) Bid Security and Cost Of RFP:

8.1 Bid Security:

- i. The Bidder shall furnish, as part of its Bid, a Bid Security for an amount of **Rs.4,50,000 (Rupees Four Lakhs Fifty Thousand Only)** in the form of a Bank Guarantee (BG) issued by a Scheduled Commercial Bank in India other than Karnataka Vikas Grameena Bank in the format enclosed (Annexure-D), to be valid for a period of six months from the last date for submission of Bid Document, along with the Bid Documents.
- ii. The Selected Bidder's Bid Security will be discharged upon the Bidder's furnishing the Performance Security in the form of Bank Guarantee, as provided in Warranty Clause. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Bank.
- iii. The bid security may be forfeited:
 - (a) If a Bidder withdraws its Bid during the period of Bid validity; or
 - (b) If a Bidder fails to participate and quote price in Online Sealed bids or fails to login in Reverse Auction Process, or
 - (c) In case of a successful Bidder, if the Bidder fails:
 - i) To accept Purchase Order,
 - ii) To furnish Performance Security valid for 42 months within the stipulated time, or
 - iii) To supply the goods within the stipulated period. Or
 - iv) Fails to comply any terms of RFP or Purchase Order.

8.2 Cost of RFP:

This RFP document is available at our Bank's website, www.kvqbank.com and can be downloaded from the website. A non-refundable Demand Draft/ Banker's Cheque for Rs.15,000/- (Rupees Fifteen Thousand only) in favour of Karnataka Vikas Grameena Bank payable at Dharwad, towards RFP cost, is to be submitted along with the other Bid Documents to the Bank.

9) Response to RFP

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

All responses should be in English language. All responses including commercial and technical proposals would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by Karnataka Vikas Grameena Bank, form part of the final contract between Karnataka Vikas Grameena Bank and the selected Bidder. All envelopes should be securely sealed and stamped. The authorized signatories of the bidder should signature on all pages of the proposal.

Technical Offer shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFP, due date, name of the Bidder, Offer reference number etc.

Technical Offer documents should not contain any price bid/details.

All Bid Documents are to be properly filed in a box file and all pages of the Technical Bid should be numbered serially (Continuous page number/Total number of pages) and should bear the company's seal and signature/s of the authorized person/s on all pages.

Bid Documents:

Technical Bid should be complete in all respects and contain all information asked for and indicate that all products and services asked for are considered.. The Technical Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "Accepted" and "Noted", "As given in Brochure/ Manual" is not acceptable. The Bank may treat such Bids as not adhering to the RFP guidelines and as unacceptable.

The eligibility and technical envelope should have the following documents:

- a. Eligibility Criteria, along with all supporting required.
- b. Cost of RFP
- c. Bid security
- d. Bid Form
- e. **All annexure as per RFP on Company's letter head with Authorizing persons signature and company seal on all pages.**
- f. All supporting documents and product literature in support of Technical specifications
- g. Relevant brochures for Communication Equipments
- h. Manufacturers' Authorization Form as per Annexure-D, if applicable.
- i. Technical Specifications as per Annexure I are to be furnished item wise.
Please furnish full details, ensuring strict conformity with the specifications in every respect, in order to avoid ambiguity. The software, if any, shall be supplied with Media, Manual and

License. Relevant Detailed Product Brochures shall be submitted for each item with the proposal.

Proposals not conforming to the specifications will be treated as technically non-responsive. Bank will not entertain any correspondence on this.

The bidder is required to submit the Price Bid separately in a closed cover as per Annexure-K.

If the participating bidders need any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance through e-mail to dit@kvgbank.com on or before **20/01/2017** strictly as per Annexure –J (3) format

The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website www.kvgbank.com and will form part of this RFP. Bidders are requested to take note of the same.

The Last date for submitting the Bid proposals along with Bid Security and RFP cost is **06/02/2017 by 16.00** hours at this office. Any Bids received after the due date and time will not be accepted.

Technical Bids complete in all aspects should be submitted in sealed master envelope to Sri Vijay Dotihal, Senior Manager (IT), Head Office ITD, Old PB ROAD, Dharwad 580008 within the above stipulated date and time.

10) Evaluation of Bids

The Bank will evaluate the bid submitted by the bidders under this RFP. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

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

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

The Bids technically qualified will be informed for participating in Financial Bid opening. After financial bid is opened, lowest Quoted Bidder will be declared as L1.

11) Others:

Bid Security & Cost of bid documents will be exempted to MSME/NSIC registered company, subject to evidencing the fact that guidelines are applicable to Public Sector Banks and submitting documentary proof. Bank may allocate up to 15% of the quantities to Indian manufactures & / or OEMs registered as MSME subject their matching the L1 price &

their products subject to such product being tested for performance & / or benchmarked by a third party agency of repute. Relaxation on eligibility aspects may be considered to a limited extent for allocating 15% of the proposed procurement to such Indian Manufactures & / or OEMs registered as MSME units.

Note: Bank reserves the right to reject this invitation to offer in part or in full, or cancel the entire procurement process at any stage without assigning any reason.

Yours faithfully

SD/-

**(BALAKISHAN DASARI)
General Manager (IT)**

ANNEXURE-A
OTHER IMPORTANT TERMS AND CONDITIONS

1 MANUFACTURERS AUTHORISATION FORM:

In the case of a Bidder offering to supply goods under contract, which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or Authorizing distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main Bidder/s should be enclosed along with the Technical Bid. Proposals received without the Authorization letter/s will summarily be rejected.

2 INSURANCE:

The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective branches covering all risks (transit, fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) for a period covering the transit period and also minimum 4 months from the date purchase of insurance policy at the location addition to the transit period.. If any non-insured period exists from date of delivery to purchase of such policy company shall give corporate undertaking through indemnity bond. This indemnity shall cover date of delivery to date of policy.

3 INSPECTIONS AND TESTS:

- i. The Bank shall have the right to inspect and test the goods to confirm their conformity to the Technical specifications at the premises of the Bidder or at the site of Installation. All reasonable facilities and assistance including access to drawings and production data shall be furnished to the Inspectors.
- ii. The Bank or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- iii. The inspections and test may be conducted on the premises of the Bidder or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.
- iv. Should any inspected or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Bank.

4 BIDDER'S OBLIGATIONS:

- i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- ii. The Bidder's representative & local office at Dharwad will be the contact point for the Bank and all the authentic status of Delivery and Installation should be made available in writing at least twice in a week.
- iii. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank.

5 ORDER CANCELLATION / TERMINATION OF CONTRACT:

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by without assigning appropriate reasons in the event of one or more of the following conditions:

- i. If the bidder fails to perform any obligation(s) under the Contract.

- ii. If the bidder is not providing after sales and maintenance services and the calls are not attended for three or more occasions the Bank is at liberty to terminate the contract by giving 30 days notice.
- iii. Delay in Implementation of the Project beyond the specified periods
- iv. Non satisfactory performance of the Project during implementation.
- v. Failure to integrate / implement the project as per the requirements of the Bank.
- vi. Serious discrepancies noted in the implementation of the project
- vii. Breaches in the terms and conditions of the Order.
- viii. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

6 EFFECT OF TERMINATION

- i. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- ii. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- iii. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide warranty services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- iv. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- v. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

7 INDEMNITY:

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

8 LIABILITY OF THE SELECTED BIDDER:

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

9 NEGLIGENCE:

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder is liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

10 FORCE MAJEURE:

- i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is due to an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.
- ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

11 CHANGES TO RFP

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

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

- i. Preliminary Scrutiny – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Vendor and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- ii. Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.
- iii. Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- iv. Pricing – It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.
- v. Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Vendor about changes, if any. In the event of any alteration in the quantities the price quoted by the vendor against the item would be considered for such alteration. The vendor agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Vendor agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to the Bank within the contract period. The Bank may at its discretion, Increase the requirement up to 35% and place orders subsequently within one year of issue of Purchase Order at the same rates irrespective of the foreign exchange fluctuations/ market conditions or at mutual agreed rates if the cost of Equipment comes down at the time of placing repeat Purchase Order, or Decrease the requirement up to 35%.

12 INFORMATION OWNERSHIP

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

13 PUBLICITY

Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

14 INSPECTION OF RECORDS

All bidder's records with respect to any matters covered by this RFP shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

15 COMPLIANCE WITH LAWS

- i. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so 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.
- ii. 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, and 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

16 RESOLUTION OF DISPUTES

- i. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.

- ii. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Dharwad, India only.

17 ASSIGNMENT

Bank may assign the hardware, software and other equipments (including electrical and civil) provided therein by the bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors or 3rd party, at its sole option, upon the occurrence of the following: (i) bidder refuses to perform; (ii) bidder is unable to perform; (iii) termination of the contract with the bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the bidder. The bidder shall ensure that the said subcontractors or 3rd party shall agree to provide such services to the Bank at no less favorable terms than that provided by the bidder and shall include appropriate wordings to this effect in the agreement entered into by the bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the bidder to perform or termination/expiry of the contract

18 OWNERSHIP, GRANT AND DELIVERY

- i. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The use of software by bidders on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.
- ii. The bank reserves the right to use the excess capacity equipments supplied by the bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural bank at no additional cost other than the prices mentioned in the commercial bid. The bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and other equipments. Further the bidder also agrees that such use will not infringe or violate any license or other requirements.

19 PRIVACY & 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 under this contract or existing at any Bank location. The bidder shall develop procedures 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 under this contract or existing at any Bank location.

20 GUARANTEES

Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal. All hardware, related software and other equipments must be supplied with their original and complete printed documentation

21 CONTRACT RE-NEGOTIATION

- i. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

- ii. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the bidder's offer does not match such lower price. Notwithstanding the foregoing, the bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third-party suppliers.
- iii. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

22 CORRUPT AND FRAUDULENT PRACTICES

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

23 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 RFP 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 RFP 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.

24 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 bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. 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.

25 NON-DISCLOSURE INFORMATION:

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per the prescribed format provided in Annexure – R.

26 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

27 COSTS OF PREPARATION & SUBMISSION OF BID

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

28 CONFIDENTIALITY OF THE BID DOCUMENT

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

29 DISCLAIMER:

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

ANNEXURE-B
BID FORM

Ref No.....

Place:

Date:.....2017

The General Manager
Karnataka Vikas Grameena Bank, Head Office,
Information Technology Division,
Old PB Road,
Dharwad 580 008.

Dear Sir,

Having examined the 'Request for Proposal RFP:02/01/2017/ITD/Solar-UPS/arm Dated 05/01/2017, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, commission and maintenance of the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP at the prices to be offered in the commercial bid and is made part of this Bid.

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

If our Bid is accepted, we will obtain the Guarantee from a Bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

We confirm that our prices are valid for a period of minimum one year from the date of acceptance of Purchase order.

We further confirm that,

Until the Purchase Order is accepted, this Bid, together with your written acceptance thereof and your Notification of Award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988". Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity
(If none, state none)

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

Dated this..... Day of 2017

(Signature) (In the capacity of) Duly authorized to sign Bid for & on behalf of
(Name & Address of the Bidder)

Annexure C

(Undertaking letter for Authenticity of Solar UPS Systems)

Sub: Supply of UPS Systems:

Ref: RFP:02/01/2017/ITD/Solar-UPS/arm Dated 05/01/2017

With reference to the Solar UPS Systems being quoted to you vide Bid documents dated, we hereby undertake that all the components/parts/assembly/software's used in the Solar UPS Systems shall be original new components /parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/secondhand components/parts/assembly/software are being used or shall be used.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation, if required. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the UPS Systems already billed, we agree to take back the Solar UPS Systems without demur, if already supplied and return the money if any paid to us by you in this regard

We (System OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service Centre/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Signature:

Name and designation:

Office Seal

ANNEXURE-D
BID SECURITY FORM

Whereas _____ (herein after called "the Bidder") has submitted its Bid dated ____2016 for the supply of _____(hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that WE _____ having our Registered Office at _____ (hereinafter called "the Bank") are bound unto Karnataka Vikas Grameena Bank, Head Office, Information Technology Division, Old PB Road, Dharwad (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Affixed with the Seal of the said Bank this ____ day of _____2017.

THE CONDITIONS of this obligation are:

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

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

This Guarantee will remain in force up to and including -----, 2017, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

ANNEXURE -E
MANUFACTURERS' AUTHORISATION FORM

No.

Dated: / /2017

The General Manager
Karnataka Vikas Grameena Bank, Head Office,
Information Technology Division,
Old PB Road,
Dharwad 580 008.

Dear Sir,

Sub: RFP No. :**02/01/2017/ITD/Solar-UPS/arm Dated 05/01/2017.**

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

We hereby extend our full onsite guarantee, onsite warranty support as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP and we will provide service support for Seven years to the Bidder.

Yours faithfully,

(NAME)
(Name of manufacturers)

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

ANNEXURE-F
LETTER OF AUTHORISATION TO BID

No.

Dated: / /2017

The General Manager
Karnataka Vikas Grameena Bank, Head Office,
Information Technology Division,
Old PB Road,
Dharwad 580 008.

Dear Sir,

This has reference to your above RFP to **supply of Solar UPS to Karnataka Vikas Grameena Bank**, Mr/Mrs/Miss_____ is hereby authorised to submit the bid documents, to submit on-line-sealed bid, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP No: 02/01/2017/Solar-UPS/arm dated 05/01/2017 on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Mob No. & eMail ID	Digital Signature Number	Certifying Agency	Valid up to

ANNEXURE-G**(TERMS AND CONDITIONS COMPLIANCE TABLE)**

Note: Bid proposals not conforming to all terms (as per RFP terms & conditions) mentioned below, will not be taken for further evaluation and may be treated that bid proposal as Technically non-responsive. Bank will not entertain any correspondence in this regard.

Table I:

S.No.	Description	Submitted Yes/No	Page No. of Bid Document	Deviations, if any
1	Eligibility Criteria			
2	Power of Attorney from the Company to the Employee participating in the Bid			
3	Bid Security			
4	Cost of RFP			
5	Manufacturer's Authorisation Form			
6	Letter of Authorisation to Bid			

Table II:

S.No.	Description	Complied Yes/No	Page No. of Bid Document	Deviations if any
1	Performance Security			
2	Payment Terms			
3	Delivery			
4	Liquidated Damages			
5	Force Majeure			
6	Indemnity			
7	Liability of the bidder			
8	Termination for default			
9	Negligence			
10	Scope of Work (Page No. 4 to 6)			
11	Warranty & AMC Terms			
12	Non-Disclosure Agreement			

We confirm compliance of all the above terms and conditions and also other conditions of RFP, except for the deviations mentioned above.

Signature of the bidder with designation
Company Seal

ANNEXURE-H**SERVICE SUPPORT FORM**

However, Bidder's representative and local office at Dharwad will be the contact point for the Bank. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. **PLEASE REFER TO ELIGIBILITY CRITERIA No 9**

Bidder's Office details. (For single point of contact from Head Office, Dharwad for any issues on delivery, service support etc.)	Contact person, Designation, Mobile No.	Address
1		
<u>2</u>		

Service Centres required by Bank	Vendors Service Centre locations Own or Franchisee	Distance from Banks RO location	Postal address with Contact person, Designation, Phone/ Mobile No.
REGIONAL OFFICE LOCATIONS:			
Bagalakot			
Belgaum			
Bijapur			
Chikkodi			
Dharwad/Hubli			
Gadag			
Haveri			
Kumata			
Mangalore			

NOTES:

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

Company Seal

Signature of the Bidder

ANNEXURE-I
TECHNICAL SPECIFICATIONS FOR Solar UPS Systems

Sr. No.	Parameter	Minimum specification required
1	Total Load of the System	350 W AC supporting devices like - 1 Desktop / Laptop, 1 Printer, 1 VSAT, 1 Micro ATM, 1 Light and 1 Fan
2	Working Hours	8am to 8pm
3	Autonomy	1 Day
4	Geographical Area	All over India

Technical Specification of SPV Power Plant

S. No.	Item	Description	Compliance	Deviations
			(Yes/No)	, if any
1	SPV Module	<ol style="list-style-type: none"> 1. The PV Modules should be poly crystalline silicon with a total array capacity of minimum 1200 Wp 2. The PV modules must be qualified as per IEC 61215 /IS 14286 standards and in addition, the modules must confirm to IEC 61730-1 requirement for construction & part -2 requirement for testing, for safety qualification 3. IEC 61701 4. The PV modules must be type tested and approved from any of the MNRE approved testing laboratories (UL, TUV, and NISE) 5. The efficiency of the PV modules should be minimum 16% (Deviation up to 0.5% allowed). 6. The PV module structure should be having antitheft mechanism 		
2	Battery Bank	<ol style="list-style-type: none"> 1. The battery bank comprising of batteries should be low maintenance, Stationary at C/10 rate should be supplied. 2. Battery type should be VRLA Tubular GEL or equivalent with valid type certificate 3. Battery Capacity should take care of 1 day autonomy of the total system load with specified working hrs and should not be less than 7200 Wh 4. Min. 100 AH 5. min 12V Battery 		

S. No.	Item	Description	Compliance	Deviations
			(Yes/No)	, if any
3	Power Conditioning Unit with in built charge controller unit	<ol style="list-style-type: none"> 1. Inverter/ Power Conditioning Unit should be sufficient for 350 KVA AC load and should not be less than 600 VA 2. The charge controller and MPPT should conform to applicable standards for requisite AC/DC Inputs 3. Solid State MPPT based series pulse width modulation charger with three stages (bulk, absorb and float). 4. Electronic protection with alarm indication <ol style="list-style-type: none"> a. Short circuit (Circuit breaker & electronics protection against sustained fault b. Overload i.e. 80% of load c. Over temperature d. Battery, PV reverse polarity e. Over Voltage (automatic shutdown) f. Under Voltage (automatic shutdown) 5. Indications: <ol style="list-style-type: none"> a. Array on b. MPPT/PWM charge on c. Battery connected, charging d. Inverter ON e. Load on Solar & battery f. Grid charger on g. Grid on/off <p>Note:</p> <ol style="list-style-type: none"> 1. Inverter should be capable of battery charging through solar as well as from grid. 2. Inverter should be capable of working without grid or non-availability of grid at the site. 3. Inverter should be capable of doing Auto change over between solar, battery and grid. 		
4	Electrical safety, earthing and protection	<ol style="list-style-type: none"> 1. The inverter shall include ground lugs for equipment and PV array grounding. Inverter and PV array grounding shall be as per BIS standards. 2. Lightning Arrestor (Conventional) and appropriate earthing should be provided at the site. 		
5	Junction Boxes	<ol style="list-style-type: none"> 1. Switches/ Circuits Breakers/ Connectors should be of reputed make and should meet weather proofing and safety requirements for AC/DC 2. Outdoor array junction box with bus bars, cable glands, surge protection device (MoV) and weather proof type of ABS with poly carbonate cover 3. One additional Power socket (5 Amps-3 Pin) be provided to facilitate charging of handheld devices/ emergency lights etc./ 		

S. No.	Item	Description	Compliance	Deviations
			(Yes/No)	, if any
6	Cables and Connectors	<ol style="list-style-type: none"> 1. TUV cables with current rating suitable for AC and DC 2. All cables supplied should have proper current carrying capacity. 3. All cables shall be adequately supported. 4. Outside of terminal/ panels/ enclosures shall be protected by conduits. 5. Cables shall be provided with dry type compression glands wherever they enter junction boxes, panels, enclosures. 6. The layout of the wires should be clean with proper cable ties, ferrules, copper lugs & with proper routing 		
7	Mechanical Component	<ol style="list-style-type: none"> 1. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, and nuts bolts. The material should be hot dipped galvanized. 2. Each structure shall have its angle of inclination to the horizontal as per the site conditions with suitable ground clearance from the bottom of module 3. Each panel frame structure shall be so fabricated as to be fixed on the rooftop column/ ground mount / wall structures. 		
8	Installation Detail , Diagram & Layout	The supplier shall agree to provide installation details of the PV modules and the support structures with appropriate diagrams and drawings including Complete Bill of Material, Bill of Quantity		
9	Operation and Maintenance Manual	<ol style="list-style-type: none"> 1. An Operation, Instruction and Maintenance Manual in English, should be provided with the system. 2. The following minimum details must be provided in the manual: <ol style="list-style-type: none"> i. Do's & Don'ts ii. Clear instructions on regular maintenance of solar power plant including cleaning of panels and battery maintenance iii. Name and address of the contact person in case of non-functionality of the solar power plant 		

Annexure J**1. TURNOVER AND P&L DETAILS:****(Bidders have to submit Certified Xerox copies of Audited Balance Sheet/ P&L).**

(Amount in Rs.)

F. Y.	Turnover	Profit and Loss

2. HARDWARE DELIVERED DETAILS:

(Submit Certified Xerox copies of POs as support documents for each item).

Details of UPS Systems supplied to meet eligibility criteria:

Sl. No.	PO No. and Date	Order placed by Organisation	Qty.	Cumulative Total
01.				
02.				
03.				
04.				

3. Clarifications required for this RFP Terms and Conditions:

(It is to be submitted to submit their clarification/queries in word document in the following format)

Sl. No.	Clause No. and Page No.	RFP Term	Bidders Request for following Clarifications and Amendments	Banks Revised Amendment
01.				
02.				
03.				
04.				

The Price Bid should as per the following format:

ANNEXURE-K

UPS with 4 Years AMC after 3 Years of Warranty:

(Amount in Rs)

Sl. No.	Item Description (a)	Qty (Nos) (b)	Unit Price with 3 years warranty (c)	Total price (d) = b * c	AMC 4 th Year (e)	AMC 5 th Year (f)	AMC 6 th Year (g)	AMC 7 th Year (h)	Total Cost (g =d+e+f+g+h)
1	One KVA Solar powered UPS Systems	79	xxx	xxx	xxx	xxx	xxx	xxx	xxx
	Grand Total		xxx	xxx	xxx	xxx	xxx	xxx	xxx

NOTES:

- a) The above quotes are exclusive of taxes.
- b) The quantity mentioned in the RFP is indicative and the Bank reserves the right to vary the quantity as per requirement
- c) **AMC charges should NOT be less than 8% p.a**
- d) All the bidders have to submit detailed breakup of the quotes as per price schedule.
- e) L1 Bidder will be finalized based on Evaluation process as per Annexure-S
- f) All applicable taxes are payable extra at actual on submission of proof. However both VAT & Service Tax will not be paid on my item or component there of.
- g) The final quotes should be valid for 12 months from the date of acceptance of purchase order by the L1 Bidder.

ANNEXURE-L
Performance Bank Guarantee Form

To
General Manager (IT)
Karnataka Vikas Grameena Bank,
Information Technology Division,
Old PB Road,
Dharwad. 580 008.

WHEREAS (_____) has undertaken in pursuance of the contract no. _____ dated _____ to, inter-alia, supply of _____ as per the contract document (herein after called "The Contract"), dated _____

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

AND whereas we have agreed to give you the guarantee on behalf of _____

THEREFORE, we hereby affirm that we as guarantors are responsible to you, on behalf of _____, up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (Date)

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

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

Place:

Date:

ANNEXURE –M
AMC Bank Guarantee Form

General Manager,
Karnataka Vikas Grameena Bank,
Information Technology Division,
Head Office,
Old PB Road,
Dharwad 580 008.

WHEREAS (_____) has undertaken in pursuance of the contract no. _____ dated _____ to, inter-alia, Maintenance and support of _____ as per the contract document (herein after called “The Contract”), dated _____ (purchase order No.)

AND WHEREAS it has been stipulated by you in the said contract that _____ (company’s name) shall furnish you with a bank guarantee by a recognized bank for the sum of Rs. _____ specified therein as security for compliance with the _____ maintenance/support obligations in accordance with the contract.

AND WHEREAS we have agreed to give you the guarantee on behalf of _____ (Company’s name)-

THEREFORE WE -----(bank’s name and address) hereby affirm that we as guarantors are responsible to you, on behalf of _____, upto a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ (Company’s name) to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (3 years- Date)

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

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

Place:

Date:

ANNEXURE-N
Escalation Matrix

Name of Company:

Delivery Related Issues:

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

Name of Company:

Services Related Issues:

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

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

Signature:

Name of Representative:

Designation:

Company Seal:

ANNEXURE -P
Conformity Letter

Proforma of letter to be given by all the bidders participating in RFP No. 02/01/2017/ITD/Solar-UPS/arm dated 05/01/2017 on their official letterheads

To
General Manager
Karnataka Vikas Grameena Bank,
Information Technology Division,
Old PB Road,
Dharwad 580 008.

Dear Sir,

Sub: RFP No.02/01/2017/ITD/Solar-UPS/arm dated 05/01/2017.

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by Karnataka Vikas Grameena Bank, provided however that only the list of deviations furnished by us in 'Annexure J – 3. Clarifications required for this RFP Terms and Conditions' of the main RFP document which are expressly accepted by Karnataka Vikas Grameena Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. Karnataka Vikas Grameena Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Karnataka Vikas Grameena Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory
Designation
Vendor's corporate name

ANNEXURE –Q

Proforma of Certificate from Banks where the Bidder has installed UPS Systems
(on bank's letter head)

To
General Manager
Karnataka Vikas Grameena Bank,
Information Technology Division,
Old PB Road,
Dharwad 580 008.

Dear Sir,

Sub: Supply, Installation and Maintenance of UPS Systems by M/s

We hereby confirm that M/s..... has supplied, installed and maintaining
.....(number) Solar UPS Systems between April 2014 and March 2016 and(number) are
functioning satisfactorily as on date.

Place:
Date:

Bank's seal and signature
of Authorised Signatory.

ANNEXURE-R**NON-DISCLOSURE AGREEMENT**

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

and

with and address at (the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

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

1. Definition of Confidential Information.

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

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

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

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

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank ;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain

confidentiality;

- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

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

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

3. Use of Confidential Information.

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

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a 17 years (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

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

7. Return of Confidential Information.

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

8. Notice of Breach.

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

9. No Binding Agreement for Transaction.

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

10. Warranty.

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

11. Effective Date of the Agreement: This Agreement shall be effective upon its execution by both the parties.

12. Miscellaneous.

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

- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

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

SIGNED for and on behalf of:-(Bank) Signature: Name: Title: (Authorized Signatory) <u>Witness:</u> Signature: Name: Address:	SIGNED for and on behalf of :-(Company) Signature: Name: Title: (Authorized Signatory) <u>Witness:</u> Signature: Name: Address:
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ANNEXURE –T

TECHNICAL COMPLAINECE STATEMENT

DECLARATION

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document No. RFP 02/01/2017/ITD/Solar-UPS/arm dated 05/01/2017 .

We certify that the UPS systems supplied by us conform to the technical specifications stipulated in the RFP form as per Annexure-I for Supply, Installation, Commissioning and Maintenance of 1 KVA Solar powered UPS Systems respectively with 8 hours backup for Bank branches/ Administrative Offices across India

Signature of the Authorised Signatory with date & seal
(Full name and Designation of authorized signatory)

Annexure R

Tentative Locations where Solar-UPS are to be installed

SLNO	SSA	TALUK	DISTRICT	PINCODE
1	KOPPA SK	BILAGI	BAGALKOT	587116
2	MALLAPUR	MUDHOL	BAGALKOT	587111
3	AWARADI	BAILAHONGAL	BELGAUM	591127
4	MANGUR	CHIKKODI	BELGAUM	591215
5	ALAKHANUR	RAIBAG	BELGAUM	591311
6	DYABERI	BIJAPUR	BIJAPUR	586112
7	NAD KD	INDI	BIJAPUR	586217
8	GUTTARGI	SINDAGI	BIJAPUR	586123
9	LINGADAL	GADAG	GADAG	582204
10	MALASAMUDRA	GADAG	GADAG	582103
11	BIDARALLI	MUNDARAGI	GADAG	582118
12	VENKATAPUR	MUNDARAGI	GADAG	582113
13	WARDI	HANAGAL	HAVERI	581148
14	IRANI	RANEBENNUR	HAVERI	581115
15	KAJJARI	RANEBENNUR	HAVERI	581115
16	HANGARAGI	BADAMI	BAGALKOT	578205
17	HALAGERI	BADAMI	BAGALKOT	581208
18	YELLIGUTTI	BILAGI	BAGALKOT	587116
19	KONTIKAL	BILAGI	BAGALKOT	587116
20	DATTAPUR	BILAGI	BAGALKOT	587116
21	TAKKALAKI	JAMAKAHNDI	BAGALKOT	586126
22	MEKHALMARDI	BAILAHONGAL	BELGAUM	591121
23	GAJAMANAL	BAILAHONGAL	BELGAUM	591121
24	KABALAPUR	BELGAUM	BELGAUM	591244
25	HANDUR	KHANAPUR	BELGAUM	591106
26	KAMATAGA	KHANAPUR	BELGAUM	591302
27	SAGARAGALLI	KHANAPUR	BELGAUM	591302
28	HALASAL	KHANAPUR	BELGAUM	591120
29	BETAGERI	KHANAPUR	BELGAUM	591233
30	HADALAGI	KHANAPUR	BELGAUM	591120
31	KADLIKOPPA	RAMADURGA	BELGAUM	591123
32	HARLAPUR	SOUNDATTI	BELGAUM	591110
33	ARJNAL	INDI	BIJAPUR	580112
34	HANSI	NAVALAGUND	DHARWAD	582118
35	MARUTHINAGAR	MUNDARAGI	GADAG	582103
36	ATTIKATTI	MUNDARAGI	GADAG	582103
37	BIDNAL	MUNDARAGI	GADAG	582118
38	REDDERNAGANUR	NARGUND	GADAG	582207
39	ARASHINAGODI	NARGUND	GADAG	582102
40	KURABARDINNI	B BAGEWADI	BIJAPUR	586128
41	ARALIHATTI	ATHANI	BELGAUM	591232
42	B TARLAGHATTA	KUNDAGOL	DHARWAD	591111

43	RAMAPUR	KUNDAGOL	DHARWAD	591111
44	MOGTA	ANKOLA	UTTARAKANNADA	581344
45	BALEGADDE	SIRSI	UTTARAKANNADA	581336
46	KODANGADDE	SIRSI	UTTARAKANNADA	581336
47	AREBAIL	YELLAPUR	UTTARAKANNADA	581337
48	NAINAPUR	RON	GADAG	582209
49	MEGUR	RON	GADAG	582207
50	GULAGALI	RON	GADAG	582211
51	SARJAPUR	RON	GADAG	582211
52	NAGENDRAGAD	RON	GADAG	582211
53	KANAKAKOPPA	HANAGAL	HAVERI	581104
54	HONKANA	HANAGAL	HAVERI	581102
55	VARADAHALLI	HAVERI	HAVERI	591224
56	HIREKABBUR	HIREKERUR	HAVERI	581210
57	MELLAGATTI	SAVANUR	HAVERI	581118
58	HADAVALLI	BHATKAL	UTTARAKANNADA	581320
59	HAMPEHALLI	HALIYAL	UTTARAKANNADA	581329
60	KOODLA	HONNAVAR	UTTARAKANNADA	581361
61	BANKANAL	SIRSI	UTTARAKANNADA	581358
62	KUNDRAGI	YELLAPUR	UTTARAKANNADA	591122
63	KALASURU	YELLAPUR	UTTARAKANNADA	581412
64	KATRAL	INDI	BIJAPUR	591303
65	DHANAKSHIRUR	BADAMI	BAGALKOT	587114
66	GANGUR	HUNAGUND	BAGALKOT	587112
67	HULAGINAL	HUNAGUND	BAGALKOT	587112
68	SHIRUR	HUKKERI	BELGAUM	591122
69	ARABHAVI	GOKAK	BELGAUM	591101
70	ANTAPUR	MUDHOL	BAGALKOT	587313
71	BELAVALKOPPA	BADAMI	BAGALKOT	587155
72	BIDARI	MUDHOL	BAGALKOT	587313
73	CHIKMYAGERI	BAGALKOT	BAGALKOT	587207
74	HANAMASGAR	BADAMI	BAGALKOT	587155
75	HIREMULAGAVI	HUNAGUND	BAGALKOT	587115
76	KHYAD	BADAMI	BAGALKOT	587201
77	LAKKASAKOPPA	BADAMI	BAGALKOT	587205
78	MORATAGERI	HUNAGUND	BAGALKOT	587154
79	BADNUR	MUDHOL	BAGALKOT	587122

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