

# **ALLAHABAD UPGRAMIN BANK**

**HEAD OFFICE  
D.M.Colony, Civil Lines  
BANDA – 210 001  
INDIA**

**REQUEST FOR PROPOSAL (RFP)  
FOR  
PROCUREMENT OF 100 NOS. MICROSOFT OFFICE LICENSES**

**REF NO: HO/ 06**

**DATE: 05-12-2014**

## OBJECTIVES

**ALLAHABAD UP GRAMIN BANK** a Regional Rural Bank , having its presence in 11 districts of Eastern UP intends to procure Microsoft Office Licenses (100 nos) through open tendering process, for its branches / offices in Uttar Pradesh.

This tender is meant for the exclusive purpose of bidding as per the terms & Conditions indicated. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

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## Section I

### INVITATION FOR BID (IFB)

Ref No. : HO/DITISWI06

Date: 27/08/2013

1. Allahabad UP Gramin Bank intends to make procurement of Microsoft Office Licenses by entering into Select Agreement. In this regard Bank invites sealed Technical bid and Commercial Bid from eligible bidders.
2. The RFP can be obtained from the following address during office hours on all working days between 10.00 A.M. to 4.00 P.M. (Monday-Friday) and 10.00A.M. to 1.00 P.M. (Saturdays) either in person or by post.

**Allahabad UP Gramin Bank**  
**Head Office**  
**D.M.Colony,Civil Lines**  
**Banda 210001 (Uttar Pradesh), INDIA**  
**Phone No. - 05192-220109, 221096**

3. The complete bid documents along with application form have been published at the Bank's website [www.allahabadgraminbank.in](http://www.allahabadgraminbank.in) . The complete application form is available on the web site for purpose of downloading and application made on such a form shall be considered valid for participating in the tender process.
4. The bidders who have downloaded application forms from **Bank's website** [www.allahabadgraminbank.in](http://www.allahabadgraminbank.in) and want to participate in the bidding process must pay a fee of **Rs. 1000.00** in the form of Demand Draft or Bankers Cheque, payable in favour of ALLAHABAD UP GRAMIN BANK at Banda, at the time of submission of bid.
5. The Details are as follows:

Sl. No	Items	Details
6.1	Bid reference	
6.2	Price of RFP	INR 1000/-
6.3	Courier charges	INR 500/-
6.4	Date of commencement of sale of RFP	05-12-2014, 11:00 Hrs IST
6.5	Last date and time of sale of RFP	24-12-2014, 12.00 Hrs IST
6.6	Last date and time for submission of Bids	24-12-2014, 13:00 Hrs IST
6.7	Date and time of opening of Technical Bids	24-12-2014, 15:00 Hrs IST
6.8	Date and time of opening and downloading of Commercial Bids	To be notified later to the eligible bidders
6.9	Place of opening of Bids	Allahabad UP Gramin Bank Head Office D.M.Colony,Civil Lines

		Banda- 210 001, India
6.10	Address for communication	As above. Telephone : 091-5192-220109,221096 Fax: 091-5192-221463 E-mail : <a href="mailto:prop.augb@gmail.com">prop.augb@gmail.com</a>

- 7 The Technical Bid and Online Commercial Bid must be submitted, giving full particulars in, within the time period specified as above.
- 8 All bids must be accompanied by a bid security as specified in the RFP and must be delivered at the above office on or before specified date and time indicated above.
- 9 Technical Bids will be opened in the presence of the bidder's representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and Commercial Bids of the technically qualified bidders will be opened/downloaded in the presence of their representatives on a specified date and time, which will be notified separately.
- 10 No further discussion / interface will be granted to bidders whose bids have been technically disqualified.
- 11 Allahabad UP Gramin Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

**General Manager**  
**Allahabad UP Gramin Bank,**  
**Head Office**  
**Banda(U.P.)**

## SECTION II

### INSTRUCTIONS TO BIDDERS (ITB)

#### 1. INTRODUCTION:

- 1.1 Allahabad UP Gramin Bank, a body corporate established under the Regional Rural Bank Act 1976, having its Head Office at D.M.Colony,Civil Lines, Banda-210001, India, hereinafter called '*The Purchaser*" or '*The Bank*', which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called Request for Proposal or RFP, to the vendors to participate in the competitive bidding towards the cost of the Project as per specifications, terms and conditions in this RFP.
- 1.2 This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

#### 2. ELIGIBLE BIDDERS:

A bidder should be required to satisfy the following requirements for being eligible for participation in the bidding process.

##### Eligibility Criteria

2.1 The bidder should be a registered company / firm and should be in existence for a minimum period of 3 (three) years in India as on 30.11.2014	A true copy of Certificate of Incorporation /Partnership Deed to be submitted. (To be submitted as Annexure -13)
2.2 The bidder must be a certified Large Account Reseller (LAR) of Microsoft and are duly authorized to supply Microsoft Products under Enterprises Agreement of Microsoft.	Manufacturer Authorization Form (MAF) as per Annexure-7
2.3 The bidder should have annual turnover of atleast INR 1 Crores for each of last three financial years. Further the average of their profit/loss for the last three years should be positive.	Audited Balance sheets and profit /Loss statements for the financial years 2011-12 , 2012-13 and 2013-14, along with certificate from the Chartered Accountant as per Annexure-6
2.4 The bidder should have experience of supplying minimum no. of 100 Microsoft Office Licenses to Organizations in India during the period Jan-2012 to Nov-2014 (the supply should be to any organization directly by the bidder, not through any third party/ dealer/ sub-dealer).	Performance Statement as per Annexure-5 along with enclosures.
2.5 The Bidder should have already executed Microsoft select Agreement at least with one Govt. Organization/PSU/Financial institution.	The documentary evidence to be submitted as Annexure-11
2.6 The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company/organization operating in India.	Bidder should submit an Undertaking (To be submitted as Annexure-12)

**3. ELIGIBLE GOODS AND SERVICES/SCOPE OF WORK:**

3.1 The Bidder has to supply, the Microsoft Office Licenses to be procured by the Bank. The bidder has to extend all necessary support and guidance from time to time in availing the benefit of software up gradation. The installation of MS Office will be done by the Bank on its own. However the bidder has to conduct a onetime training /hands on for 1 day at designated centre of Bank.

3.2 The following are the quantity of MS Office Licenses to be procured under select Agreement by the Bank.

Part Number	Item Name	Quantity
021-10293	Office Std SNGL OLP MVL	100

Or

Part Number	Item Name	Quantity
021-10257	Office Std SNGL OLP NL	100

3.3 The Licenses should be in the name of Allahabad UP Gramin Bank for the use of branches/offices of Allahabad UP Gramin Bank across the country.

3.4 The bidder should extend necessary support by providing onsite support at Bank's HO level in case bank facing serious problem in software.

3.5 The patches/updates released by Microsoft from time to time should be available for life cycle of the product. The Bank will download updates from OEM (Microsoft) website. However, the bidder has to provide the patches/updates, which are not downloadable from the site for any technical reason.

**4. COST OF BIDDING:**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**5. CONTENTS OF RFP:**

5.1 The goods required, bidding procedures and contract terms are prescribed in the RFP. In addition to the Invitation for Bids, the RFP includes:

- 1) Instruction to Bidders (ITB)
- 2) Conditions of Contract (COC)
- 3) Specifications and Formats

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**6. PRE-BID MEETING:**

6.1 No pre bid meeting will be organised due to lack of time.

## **7. AMENDMENT OF RFP:**

- 7.1 Any modification of the RFP, which may become necessary, shall be made by the Purchaser exclusively through the issue of an Addendum/ Corrigendum.
- 7.2 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment.
- 7.3 All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail and will be binding on them.
- 7.4 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

## **8 LANGUAGE OF BID:**

The bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder & the Purchaser, shall be written in English.

## **9 NON-TRANSFERABLE TENDER :**

This tender document is not transferable. Only the vendor, who has purchased this tender, is entitled to quote.

## **10 TWO BID SYSTEM TENDER**

### **Two Bid System Offer**

10.1 One hard copy of the Technical Bid and One hard Copy of the Commercial Bid must be submitted at the same time, giving full particulars in separate sealed envelopes at the Bank's address given below on or before the schedule given above.

General Manager  
Allahabad UP Gramin Bank  
Head Office  
D.M.Colony,Civil Lines  
**Banda 210 001**

10.2 All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial Bid must be submitted separately to the Bank.**

10.3 The tender not submitted in the prescribed format or incomplete in detail is liable for rejection. Allahabad UP Gramin Bank is not responsible for non receipt of quotation within the specified date and time due to any reason including postal delays or Holidays.

- 10.4 The Technical Bid and Commercial Bid should be prepared in an organized, structured and neat manner.
- 10.5 Brochures / leaflets etc. should be submitted in Technical Bid as a bound document and not in a loose form.
- 10.6 All the pages of the Technical bid should be serially numbered indicating beginning and ending page on each and every page.



## 10.7 (TECHNICAL BID):

The Technical Bid shall comprise of the following documents :

Item	Format
Bid Form	Annexure-1
Bid Security	Annexure-2
Bidder's Information	Annexure-3
Deviation Statement	Annexure-4
Performance Statement	Annexure-5
Bidder's Turnover & Profit	Annexure-6
Manufacturer Authorization Form (MAF)	Annexure-7
Masked Commercial Bid ( <b>without price details</b> )	Annexure-8
Documentary Evidence of Microsoft select plus Agreement executed at least with one Govt. Organisation/PSU/Financial Institution.	To be enclosed as Annexure-11
Undertaking of not being Defaulter/ Blacklisted	To be enclosed as Annexure-12
A true copy of Certificate of Incorporation/Partnership Deed of Bidder's Company/Firm	To be enclosed as Annexure-13
The original/downloaded RFP (and addendums if any) duly signed and stamped by the authorised signatory of the bidder.	To be enclosed as Annexure-14

10.7.1 All the formats need to be filled in exactly as per the pro-forma given in the Annexure and any deviation is likely to cause rejection of the bid.

10.7.2 Each offer should specify **only a single solution for each item which is cost effective and meets the tender specification and should not include any alternative.**

10.7.3 The **Technical Bid must not contain any price information.**

## 10.8 (COMMERCIAL OFFER):

**The bidder has to submit the commercial bid in separate sealed envelop**

The Commercial Bid should give all relevant price information and should not contradict the Technical Bid and masked commercial bid in any manner.

For both goods manufactured in India or goods of foreign origin already located in India and goods offered from outside India, the prices should be quoted in Indian Rupees only.

The bidder shall indicate on the appropriate Price Schedule, specifying the unit prices of the goods proposed to be supplied.

The quoted price of goods should include Ex-Factory/Ex-warehouse/Ex-Showroom Price, Packing & Forwarding, Inland Transportation, Insurance and other local costs incidental to delivery of the goods to their final destination.

**The bidders are advised in their own interest, to quote the best possible offer for the item offered.**

## **11. BID SECURITY:**

- 11.1 The Bidder shall furnish a Bid Security (as per Annexure-2) for Rs10,000/- (Rupees Ten thousand only), as a part of their bid.
- 11.2 The bid security is required to protect the Purchaser against risk of Bidder's conduct during the period of bid validity.
- 11.3 The bid security shall be denominated in the INDIAN RUPEES only and shall be in any one of the following forms.
- a) A bank guarantee issued by a Scheduled Commercial Bank located in India in the format of Annexure-2 of RFP and valid **for Thirty (30) days beyond the validity of the bid**
  - b) Demand Draft in favour of Allahabad UP Gramin Bank, payable at Banda
- 11.4 Any bid not secured in accordance with ITB Clause-11.1 and 11.3 above will be rejected by the Purchaser as non-responsive.
- 11.5 The Bid Security will have to be submitted with validity for a period of 180 days (from the date of opening of Technical Bid) + 30 days. A bid valid for a shorter period may be rejected by the purchaser as non-responsive.
- 11.6 The bid security may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;  
Or
  - (b) In case of the selected Bidder, if the Bidder fails or refuses:
    - i) to sign the Contract in accordance with RFP;  
Or
    - ii) to execute the contract in accordance with RFP  
Or
    - iii) to furnish performance security in accordance with RFP
- 11.7 The bid security of unsuccessful Bidders will be discharged / returned after the completion of Bid process, whereas the bid security of finally selected bidder will be discharged / returned after the signing of contract and submission of performance security.

## **12. PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain **valid for 180 days after the date of opening** of Technical Bid. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

## **13. FORMAT AND SIGNING OF BID:**

- 13.1 The Bidder shall prepare two copies of the Technical bid, clearly marking each "Original Technical Bid" and "Copy Technical Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. Original copy of Bid Security should be submitted with the Original Technical Bid.
- 13.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be initialled by the person or persons signing the bid. *Page 9 of 33*

13.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

**14. SUBMISSION OF BIDS:**

Bidders are required to submit the Technical Bid in physical form, whereas the Commercial Bid is required to be submitted online on or before the last date and time mentioned in RFP.

**14.1 SUBMISSION OF TECHNICAL BID:**

14.1.1 The Bidders shall seal the original Technical Bid and copy Technical Bid separately. Thus there will be two outer envelopes named as Original Technical Bid and Copy Technical Bid.

If above bids are found not properly sealed in respective inner envelopes, the bid is liable for rejection.

14.1.2 The two Outer envelopes for each Pack marked as "ORIGINAL TECHNICAL BID" and "COPY TECHNICAL BID" shall be duly marked as "DO NOT OPEN BEFORE \_\_\_\_\_".

14.1.3 In addition to the above marking, each envelope must be super-scribed with the following information -

- a) RFP Reference Number
- b) Quotation for supply of Microsoft Office Licenses (100 nos.)
- c) Name and Address of Bidder

This will enable the Purchaser to return the bid unopened, in case it is declared unacceptable for any reason whatsoever.

14.1.4 All the inner and outer envelopes shall be addressed to the Purchaser at the address given below:

**The General Manager  
Allahabad UP Gramin Bank  
Head Office,  
D.M.Colony,Civil Lines  
Banda' 210 001, INDIA**

14.1.5 If the outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

14.1.6 If envelope earmarked as "Original Technical Bid" is found to contain "copy technical bid", then that bid will be summarily rejected.

14.1.7 Telex, Cable, Facsimile or E-mail Bids will be rejected.

**15. DEADLINE FOR SUBMISSION OF BIDS:**

15.1 Technical Bids must be received by the Purchaser at the address specified under ITB Clause 14.1.4 not later than the time and date specified in the IFB. Further they have to ensure that their Commercial Bid must be submitted along with technical bid latest by the last date and time of submission of bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

15.2 The Purchaser may, at its discretion, extend this dead-line for the submission of Bids by amending the RFP, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**16. LATE BIDS:**

16.1 Any bid (Technical or Online Commercial or both) received by the Purchaser after either of the deadlines for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the Bidder.

**17. MODIFICATION AND WITHDRAWAL FOR BIDS:**

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

17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of ITB Clause-14. A withdrawal notice may also be sent by fax<sup>1</sup> e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

17.3 No bid may be modified subsequent to the deadline for submission of Bids.

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

**18. BID OPENING:**

18.1 As the Technical bids will be evaluated first for technical suitability, the Purchaser will open only the Technical Bids. The Commercial bids for technically qualified bidders only will be opened at a later date subsequent to the technical evaluation. The Purchaser will notify the date and time of opening of the Commercial bids to the technically qualified bidders.

18.2 Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.

18.3 Each Bid will be numbered serially, signed and dated by three officers of the Office, on the first page. Each page of the bid will also be initialled with date, by two officers.

18.4 The following details will be announced at the bid opening:

- a) Bidder's names,
- b) Bid Modifications or withdrawals,
- c) Technical Details (in case of Technical bid opening),
- e) Bid Prices (in case of Commercial bid opening),
- f) Presence or absence of Bid Security (in case of Technical bid opening) and such other details as the Purchaser, at its discretion, may consider appropriate.

18.5 Alterations in the bids, if any, made by the bidder/ companies would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorized by the executive who has signed the bid.

18.6 Wherever any erasing or cutting is observed, the substituted words would be encircled and initialled by the bank officer singly and the fact that such erasing /cutting of the original entry were present on the bid at the time of opening should be recorded.

18.7 An "On the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.

18.8 Bids (and modifications sent pursuant to ITB Clause-17.2) that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

18.9 Commercial bids of those bidders who have not been technically qualified will not be opened

## **19 CLARIFICATIONS OF BIDS:**

19.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **20 PRELIMINARY EXAMINATION :**

20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.

20.3 The Purchaser, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and the Purchaser reserves the rights for such waivers.

20.4 Prior to the detailed evaluation, pursuant to ITB Clause-21, the Purchaser will determine the substantial responsiveness of each Bid to the RFP. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

20.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## **21 EVALUATION OF BIDS:**

21.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause-20.

### **21.2 Evaluation of Technical Bids**

The Technical Bids opened pursuant to ITB Clause-18 will be evaluated by the Purchaser on the basis of following criteria :

a) Completeness of the Technical bid in all respects and availability of all information/details asked through RFP

### **21.3 Evaluation of Commercial Bids:**

21.3.1 The Bids which are qualified in Technical evaluation would be considered for Commercial evaluation.

21.3.2 The Commercial Bid submitted in the format as per Annexure-8 of RFP will be evaluated. Commercial Bid should not have any alteration or overwriting.

21.3.3 For Commercial evaluation, the total bid price/ TCO will be the basis of comparison as against bidders to determine the lowest evaluated bid/ Lowest (L-1) bidder.

21.3.4 Evaluation of all eligible bidders will be done in Indian Rupees only.

21.3.5 Evaluation will not be based on any conditional/ additional discount.

## **22. PRICE COMPOSITION:**

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for Licenses on a fixed price basis as part of the commercial Bid inclusive of all costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery etc. at the delivery location of the bank but exclusive of only Sale Tax/VAT and Service Tax which shall be paid/reimbursed on actual basis on production of bills. **The Bank will not pay any other taxes, cost or charges.**

**23. CONTACTING THE PURCHASER :**

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

23.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

**24. PURCHASER'S RIGHT TO VARY QUANTITIES:**

The purchaser reserves the right to increase or decrease, the quantity originally specified by up to 15% (rounded off to the next whole number) without any change in price or other terms and conditions.

**25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

**26. NOTIFICATION OF SELECTION OF VENDOR:**

26.1 Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by letter or fax/email to be confirmed in writing by letter, that its bid has been accepted.

26.2 The notification of selection will constitute the formation of the Contract.

26.3 Upon the successful signing of contract with finally selected vendor, the Purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to ITB Clause-11.

**27. SIGNING OF CONTRACT:**

27.1 At the same time as the Purchaser notifies the selected Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form (Annexure-9) provided in the RFP, incorporating all agreements between the parties.

27.2 Within **Ten (10) days** of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

27.3 Failure of the selected bidder to comply with the requirement of ITB clause 27.1 and 27.2 shall constitute sufficient grounds for the forfeiture of the bid security.

**28. CORRUPT OR FRAUDULENT PRACTICES:**

28.1 As per CVC directives it is required that Bidders 1 Suppliers 1 Contractors observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy;

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution;

**And**

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

- 28.2 The Purchaser will 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.
- 28.3 The Purchaser will 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 a contract.



## Section III

### CONDITIONS OF THE CONTRACT (COC)

#### 1. DEFINITIONS:

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

- 1.1 "The Purchaser" means **Allahabad UP Gramin Bank**.
- 1.2 "The Supplier" means the company/ firm (bidder) supplying the Goods under this Contract.
- 1.3 "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 "The Contract Price" means the total price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

#### 2. PERFORMANCE SECURITY:

The successful bidder will have to give Performance Bank Guarantee (as per Annexure-10) for 5% of the contract price while submitting the contract. The validity of the Performance Bank Guarantee should be for minimum period of 6 months from the date of signing the contract.

The Performance Security may be invoked in case of failure of supplier to meet the performance obligation.

#### 3. PRICES:

**The price offered must be valid up to six months from the date of opening of bids.**

#### 4. PLACEMENT OF ORDER:

The purchaser will issue the purchase order for procurement of required no. of licenses in single shot .Further single true up order for all additional licenses(if required)will be issued each year during the validity of select agreement.

#### 5. DELIVERY OF LICENSES:

- a) The Software Licenses are to be in the name of **Allahabad UP Gramin Bank** and to be delivered at Bank's Head Office, Banda for the use at branches/offices of Allahabad UP Gramin Bank across the country.
- b) The Licenses to be delivered within **21 days** of issuance of Purchase Order. However the time taken by Bank for completing any formality required for delivery of licenses will be over the time frame of 21 days.
- c) The Supplier should certify that the licenses supplied are legally obtained.

#### 6. PAYMENT TERMS:

After signing & execution of Enterprise Agreement and completion of other formalities as mentioned in RFP, 100% Payment will be made on receipt of the licenses. Page 16 of 38

relative invoices. The payment shall be made only for the actual number of licenses procured.

**7. DELAY IN ADHERING TO THE PROCUREMENT TIMELINES:**

The bidder must strictly adhere to the time schedule, as specified in the Contract, executed between the purchaser and the bidder, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the purchaser to resort to any or all of the following at sole discretion of the purchaser.

- a) Penalty
- b) Termination of the agreement fully or partly

If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract/Order, the Purchaser shall, without prejudice to its other remedies under the Contract/Order, deduct from the order Price, as liquidated damages, a sum equivalent to 0.5 (half) percent of the delivered price of the delayed Goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

The purchaser also reserves right to claim damages for improper or incomplete execution of the assignment.

**8. TERMINATION FOR DEFAULT:**

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

8.1.1 if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract.; or

8.1.2 if the Supplier fails to perform any other obligation(s) under the Contract; or.

8.1.3 if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

8.2 The event the Purchaser terminates the Contract in whole or in part, pursuant to above Clause 8.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**9. INDEMNITY:**

The bidder will indemnify the purchaser against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to bidder. The total liability of the selected bidder under the contract will not exceed the total cost i.e. Contract Price.

**10. GOVERNING LANGUAGE:**

The governing language of the contract shall be English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in this language.

**11. APPLICABLE LAW:**

The contract shall be interpreted in accordance with the laws prevalent in India.

**12. PUBLICITY:**

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

**13. FORCE MAJEURE:**

The bidder shall not be liable for forfeiture of its performance security or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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

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

**14. TERMINATION FOR CONVENIENCE :**

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

**15. BIDDER'S INTEGRITY :**

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

**16. BIDDER'S OBLIGATIONS:**

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

The bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanours.

The bidder is under obligation to supply goods as per the supply orders received from the Purchaser.

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

**17. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

The bidder shall not, without the purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the bidder's performance under the Contract if so required by the purchaser.

**18. CONTRACT AMENDMENT:**

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

**19. ASSIGNMENT:**

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. CORRUPT OR FRAUDULENT PRACTICES:**

As per CVC directives it is required that bidder observes the highest standard of ethics during the selection of bidder and execution of such contracts. In pursuance of this policy;

(i) " Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution;

And

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

The purchaser will 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 purchaser will 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 a contract.

**21. RESOLUTION OF DISPUTES:**

The purchaser and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty days from the commencement of such informal negotiations, the purchaser and the bidder are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

**22. PRIVACY AND SECURITY SAFEGUARDS:**

The successful bidder shall not publish or disclose in any manner, without the purchaser's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract or existing at any purchaser location.

**23. ARBITRATION:**

All disputes or differences between the parties will be resolved amicably. If amicable settlement is not possible, then such disputes and differences will be resolved through an arbitrator mutually agreed upon between the parties.

**Annexure'1 BID FORM**

TO:

**Allahabad UP Gramin Bank,  
Head Office,  
D.M.Colony, Civil Lines  
Banda- 210 001**

Having examined the RFP (**Ref. No.: HO/ 06**) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver goods in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver goods in accordance with the scheduled time lines.

If our bid is accepted, we will provide the guarantee of a Bank in a sum equivalent to 5% 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 the period of 180 days from the date fixed for Technical bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with the bank's written acceptance thereof and bank's 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 contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that the bank is not bound to accept the lowest or any bid the bank may receive.

Place:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

-----  
(Signature)

-----  
(In the Capacity of)

**Duly authorized to sign bid for and on behalf of**

(Name & Address of bidder) \_\_\_\_\_  
\_\_\_\_\_

Note: The Bidder shall necessarily provide a copy of '**Power of Attorney**' authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.

**Annexure'2 BID SECURITY FORM**

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

**Allahabad UP Gramin Bank,  
Head Office, Civil Lines  
D.M.Colony,  
Banda- 210 001**

WHEREAS \_\_\_\_\_ (hereinafter called "the bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for supplying Microsoft Office Standard Edition for the use of branches 1 offices across the country in response to Allahabad UP Gramin Bank's Request for Proposal (RFP) No. **Ref. No.: HO/06** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of (name of country) having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "the Bank") are bound unto ALLAHABAD UP GRAMIN BANK (hereinafter called "the Beneficiary") in the sum of Rs. \_\_\_\_\_ /-(Rupees only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 Beneficiary and the bidder during the period of bid validity :
  - a) fails or refuses to sign the Contract Form in accordance with RFP; or
  - b) fails or refuses to execute the contract in accordance with RFP ; or
  - c) fails or refuses to furnish the Performance Security, in accordance RFP

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the beneficiary 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 30 days after the period of the bid validity i.e. up to \_\_\_\_\_ (mention date of expiry which should be a minimum of bid validity+30 days), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

- a) this guarantee shall be valid only up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Place: SEAL

Code No.

**SIGNATURE. NOTE:**

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.



**Annexure'3 Bidder's Profile/ Information**

1. Name of the Company:
2. Constitution and year of establishment :
3. Registered Office<sup>1</sup>Corporate office Address :
4. Mailing Address :
5. Name and designations of the persons  
Authorized to make commitments to the Bank:
6. Telephone, Fax, e-mail :
7. Description of business & service profile

**DECLARATION**

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Place :

Date:

SEAL

(Authorized Signatory)

**Annexure'4 DEVIATION STATEMENT.**

**(A) TECHNICAL DEVIATION STATEMENT**

The following are the particulars of deviations from the requirements of the RFP specifications:

CLAUSE	DEVIATION	REMARKS with justification

**(B) COMMERCIAL DEVIATION STATEMENT**

The following are the particulars of deviations from the requirements of the RFP specifications:

CLAUSE	DEVIATION	REMARKS with justification

**(C) Additional Terms & Conditions (if any proposed by the bidder)**

Terms & Conditions	Remarks with justification

Except the aforementioned deviations, we agree to all the terms & conditions of the RFP (Ref. No. **HO/06 dated 05.12.2014**) and confirm that the bid submitted by us is in conformity with Bank's requirement as stipulated in the said RFP.

Place \_\_\_\_\_

Dated \_\_\_\_\_

Seal and Signature of Authorized Signatory

**NOTE:**

- 1) Where there is no deviation, the statement should be returned with an endorsement indicating "No Deviations".
- 2) The Bank is not bound to accept any deviation, additional terms and conditions mentioned under (A), (B) and (C) above and may reject the bid.

**Annexure '5 Performance Statement**

**Details of orders executed successfully for supplying Microsoft Office Licenses in India:**

S. No	Name of the Organization	Details of licenses provided	Scheduled time limit	Time taken for the supply of Licenses

(Note - The documentary proof / copy of Purchase order for the above are to be furnished)

Place :

Date:

SEAL

(Authorized Signatory)

**Annexure 6 - Bidder Turnover & Profits**

**(To be submitted on the letter head of the Bidder)**

Name of the Bidder Company / Firm: \_\_\_\_\_

Details of turnover and profit for last three years:

Sr. No	Financial parameters of the bidder Business Results	Annual Turnover (INR)	Profit (INR)
1	2011-12		
2	2012-13		
3	2013-14		
	Only Bidder company / Firm figures need to be mentioned.  <i>(Not to include subsidiary, affiliate or group entities figures)</i>	(Mention the above amount in INR only)	

Also, copies of Audited Balance sheet and Profit & Loss accounts for the years 2011-12, 2012-13 and 2013-14 to be submitted along with this Annexure.

Certified By:

Seal & Signature of authorized signatory

(Chartered Accountant)

(For Bidder)

Place:

Date:

**Annexure'7 MANUFACTURER'S AUTHORISATION FORM**

(This format has to be issued by Microsoft on their Letter Head duly signed by the authorized signatory)

Dated.....

To : Allahabad UP Gramin Bank,  
Head Office,  
D.M.Colony,Civil Lines  
Banda - 210 001, india

Dear Sir,

**Sub : RFP Ref. No HO/06 dated 05-12-2014**

This has reference to your above mentioned RFP regarding procurement of Microsoft Office Licenses. Microsoft Corporation is the Principal or Manufacturer of the Microsoft Office

We hereby certify that M/s..... (Name and address of Bidder) is one of the Large Account Reseller (LAR) (or as the case may be) and their LAR agreement is valid up to..... They are in a position to supply the required no. of Software Licenses as mentioned in your aforesaid RFP.

We confirm that the downgrade rights are granted with MS Office licenses. Downgrade rights grant right to use prior versions of Microsoft Office Software.

We also confirm that the software licenses for Microsoft Office which are to be procured in the name of Allahabad UP Gramin Bank, Head Office Banda, can be used at branches/offices of Allahabad UP Gramin Bank across the country.

We authorize the above mentioned reseller to participate in the bid against the aforesaid RFP.

Yours faithfully,

(Name, Designation, Address &  
Phone No of the authorised signatory with Company Seal))



**CONTRACT FORM**

*Non-Judicial Stamp Paper of appropriate value*

CONTRACT NUMBER:

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Betweenween ALLAHABAD UP GRAMIN BANK (hereinafter "the Purchaser") of one part and Supplier) of \_\_\_\_\_ (City and Country of Supplier) (hereinafter "the Supplier") of the other part :

WHEREAS the purchaser is desirous that certain goods should be provided by the Supplier, viz., \_\_\_\_\_ (Brief Description of Goods) and has accepted a bid by the Supplier for supply of Goods and Services in the sum of Rs. \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. in this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The RFP for Procurement of Microsoft Office Licenses
  - (b) The Technical and Commercial Bid submitted by the bidder and subsequent amendments, if any, made into it as accepted by the Bank;
  - (c) The Purchaser's Notification of Selection.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods which shall be supplied<sup>1</sup>provided by the Supplier are as under:

Sl. No.	Brief Description of Goods	Qty. to be supplied	Unit Price (Rs.)	Total Price(Rs.)
TOTAL VALUE (Rs.)				

5. DELIVERY SCHEDULE: (Detail to be given)

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

Signed, Sealed and Delivered by the

said \_\_\_\_\_(For the Supplier)

in presence of \_\_\_\_\_

Signed, Sealed and Delivered by the

said \_\_\_\_\_(For the Purchaser)

in presence of \_\_\_\_\_



**Annexure'10 PERFORMANCE SECURITY FORM**

(FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO : **ALLAHABAD UP GRAMIN BANK,**  
**Head Office,**  
**D.M.Colony,Civil Lines**  
**BANDA'210001, India**

WHEREAS \_\_\_\_\_ (Hereinafter called "the bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for supplying Microsoft Office licenses in response to Allahabad UP Gramin Bank's Request for Proposal ( RFP ) No. **HO/06** (hereinafter called "the Bid" ).

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_(name of bank) of \_\_\_\_\_(name of country) having our registered office at \_\_\_\_\_(address of bank) (hereinafter called "the Bank") are bound unto ALLAHABAD UP GRAMIN BANK (hereinafter called "the Beneficiary") in the sum of Rs. \_\_\_\_\_/-( Rupees only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are:

**If the bidder, having been notified, by the beneficiary, as selected for supplying Microsoft Office Licenses , during the period of contract fails to supply / provide goods or perform obligations in accordance with the aforesaid RFP and Contract, as bidder;**

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

This guarantee will remain in force up to 6 months from the date of signing the contract i.e. up to \_\_\_\_\_(mention date of expiry), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

- a) this guarantee shall be valid only up to \_\_\_\_\_ (insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Place:

SEAL

SIGNATURE.

Code No.

NOTE :

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.