
Prathama Bank,
Head Office,
Ram Ganga Vihar, Phase-II
Moradabad (U.P.)



Tender Document

Tender Reference Number: PBHO/PMD/01/2018-19

for

Supply, Installation & Commissioning

of

EXIDE/SBL Solar Photovoltaic 2V 600 AH Batteries

On Solar Power Units at their branches in our area of operation

Invitation for tender offers

Prathama Bank invites sealed tender offers (, technical and commercial offer) from eligible, reputed and interested MNRE approved Battery manufacturers or their authorized Vendor/Dealers for supply, installation & commissioning of 2V 600AH Solar Batteries on Solar Power Unit at their branches in Moradabad, Amroha , Sambhal & Rampur districts in Uttar Pradesh under our area of operation.

A complete set of tender document may be down loaded by the eligible tendered from the website www.Prathamabank.org

The copy of tender document may be obtained from Head Office of Prathama Bank on all working days in person with in office hours.

The details are given below:

Tender Reference	PBHO/ PMD/2018-19
Bid For	Supply, installation & Commissioning of 2V 600AH Solar Photovoltaic Batteries EXIDE/ SBL
Tender documents are available	From 15.07.2018 to 09.08.2018
Last Date and Time for receipts of Tender offers	09.08.2018 up to 2:00 pm.
Tentative Date for Opening of Technical Bid	09.08.2018 –2.30 pm.
Last Date of enquiry/queries	30.07.2018 4.00pm
Website address for Reverse Auction Reverse Auction Date Online sealed Bid time Online Reverse Auction Time	Will be intimated
Address for Tender submission.	Prathama Bank, Head Office, Ram Ganga Vihar, Phase-II, Moradabad – 244001 (UP)
E-mail address	pmd@prathamabank.org / pbhopmd@yahoo.in
Contact Number	0591-2455178
Cost of Tender Document	Rs. 10000.00 (Rupees Ten Thousand Only) non refundable by Local Cheque / Demand Draft in favor of “Prathama Bank” payable at Moradabad (U.P.) . In case the tender is down loaded from website, the amount should be Submitted by way of DD drawn on Prathama Bank along with the pre qualification Bid.
Bid Security Amount	Rs. 5,00,000 (Rupees five lacs Only) by Bank Guarantee / Demand Draft/FDR from a Scheduled Bank in favor of “Prathama Bank” payable at Moradabad (U.P.) , The EMD should be Submitted along with the Technical Bid.
NOTE	If any other brand (other than EXIDE/SBL) is offered by suppliers , they must produce a valid certificate from reputed certifying agencies like CPRI.

(A.Mahapatra)
General Manager

To
M/s. All SOLAR BATTERIES SUPPLIERS/ MANUFACTURERS

Dear Sir,

Sub: Supply, Installation, Commissioning of Solar Photovoltaic 2V 600Ah Batteries for our Branches/Offices in Moradabad ,Rampur, Amroha and Sambhal Districts.

The Bank is a Regional Rural Bank having 413 branch network. The proposed required batteries are for the Branches of the Bank spread over Moradabad , Rampur , Amroha and Sambhal Districts of Uttar Pradesh.

The Schedule of Requirement is given below:

Sl.No.	Description	Qty
Mandatory Items:		
i)	2V-600Ah SOLAR Lead Acid Tubular Flooded Cell/ Battery Capacity @ C10 up to 1.85v.p.c. at 27 for Solar Application Exide/SBL	Approx 1104

Notes:

1. The Bank reserves the right to increase quantities to the extent up to 30%.
2. Bank may place orders in lots as per the requirement of the Bank.

The Bank proposes to procure the above required items based on the actual requirements spread over the next 12 months of finalizing the Contract. In this Connection sealed quotations are invited from the eligible vendors as per the following criteria:

SI No	Details	Supporting Documents to be submitted
1.	Bidder should be a registered company and should be manufacturing or supplying of Batteries for last 5 years in India	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.	The Bidder company should have earned Net profit in at least two out three of preceding Financial Years and Operating profit in the other Financial Year as per the audited Financial Statements and should have a positive Net Worth of at least ₹3.00 Crores.	Audited Financial Statements, B/S & P&L and also to be mentioned in Annexure-J (I).

	The Bidder should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings during the last three years. If so blacklisted, the disability should not be in currency on the date of submission of bids.	Undertaking letter / Confirmation letter from the participating Bidder & OEM on their official letter head duly signed by the authorized signatory
3.	Bidder company should not be owned or controlled by any Director or employee (or relatives) of Prathama Bank.	Self-declaration letter
4.	If OEM is bidding directly they cannot submit another bid with any vendor / Partner.	Letter of confirmation from OEM in case if OEM is bidding directly

After evaluating the Bids for eligibility and Technical requirements, Bank will conduct e- reverse auction to identify L-1 Bidder.

In the event of any downward revision of taxes, levies/duties etc., the same should be passed on to the Bank, notwithstanding what has been stated in the relevant letter of intent/Purchase order. The vendor should be ready for supply of the batteries to any of our Branch/Office during the contract validity period. The terms and conditions, format for technical bid and online sealed bids for supply of Solar Photovoltaic 2V 600Ah Batteries etc, are enclosed in Annexure I to XI. The Vendor shall sign the terms and conditions as a token of acceptance.

Eligible vendors may submit their quotations in a sealed covers along with marked price bids (the value/rate shall be shown as "XX") in a separate sealed cover.

- The filled formats shall be submitted in sealed covers in the name of "**General Manager, Prathama Bank, Head Office Ram ganga Vihar ,phase II , Moradabad-- 244001**". The technical bids are to be submitted **separately** by mentioning the words "**Technical bid**" on the respective covers specifically. Only those bids which satisfy the technical specifications will be considered. The last date for receipt of Sealed Quotations is **09.08.2018 by 14.00 hours**. Tentative date for opening of Bids is 09.08.2018 at 14.30Hrs.
- The mandatory condition for accepting the bids shall be the post installation services and the network of service locations in operation area of the Bank preferably at Moradabad, Rampur, Amroha, Sambhal districts.
- The vendor shall provide 60 months free maintenance service for Batteries from the date of installation and such service shall include repair and maintenance as and when required.
- It is required that product brochures and test report for Batteries offered shall be submitted along with the quotation. It is also required that only relevant literature pertaining to the offer shall be submitted which matches the specification.
- The technical bids will be opened by the committee constituted by the Bank for this purpose. The committee's decision to reject/accept bids will be final.
- No personnel enquiry will be entertained. For any enquiry/queries mail to pbhopmd@yahoo.in Last date for enquiry/queries is 30.07.2018. No enquiry/queries received after 30.07.2018, 16.00 hours will be entertained.

Yours Faithfully,

(A. MAHAPATRA)

GENERAL MANAGER

- Encl:
- 1) Annexure-I-Terms and Conditions
 - 2) Annexure-II -Bid form
 - 3) Annexure-III -Bid Security form
 - 4) Annexure-IV -Manufacturer's authorization form
 - 5) Annexure-V -Letter of authorization to bid
 - 6) Annexure-VI-Service support form
 - 7) Annexure-VII-Details of downtime
 - 8) Annexure-VIII-Vendors particulars
 - 9) Annexure – IX – Technical specifications for Solar Cell/Battery
 - 9) Annexure-X- Declaration of clean track by Bidder
 - 10) Annexure-XI- Non Disclosure Agreement
 - 11) Annexure – A – Rules for Reverse auction
 - 12) Annexure – B- I – Compliance Statement
 - 13) Annexure – B – II – Price Bid Confirmation
 - 14) Annexure – C – Format for References
 - 15) Annexure – D – Conformity Letter

ANNEXURE-I
TERMS AND CONDITIONS

PRE-REQUISITE :

A) AUTHORISATION:

The proposal/ bid being submitted would be binding on the Vendor. 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. 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. Necessary resolutions/ authority available shall be enclosed. In the case of a Bidder offering to supply goods under the 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 goods' manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorized distributors etc., a separate "LETTER OF AUTHORIZATION TO BID" on behalf of the main vendor/s with a commitment to fulfill the terms of the RFP should be enclosed along with the technical bid. Proposals received without the authorization letter/s will be summarily rejected.

It is mandatory that such of those business partners/authorized distributors should have service support centers in Moradabad, Rampur, Amroha, Sambhal districts.

FOLLOWING INSTRUCTIONS MAY PLEASE BE TAKEN NOTE OF IN THIS CONNECTION.

- 1). Offer IN DUPLICATE shall be submitted for Batteries. The details of Vendors, Technical Bid shall be submitted in one sealed cover and Price Bid shall be submitted in separate cover.
- 2). **BIDSECURITY**
 - A. The bidder shall furnish, as part of its bid, a bid security for an amount of **Rs 5.00 Lakh**(Five lacs Only)for Solar Batteries in the form of Demand Draft **or** in the form of a Bank Guarantee issued by a reputed bank other than **Prathama Bank** in the format enclosed . The Bid Security should be enclosed in original.
 - B. The successful Bidder's Bid Security will be discharged and returned upon the Bidder signing the contract & furnishing the Performance Security. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible, but not later than 90 days after the expiration of the period of bid validity prescribed by the purchaser bank.
 - C. *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:
 - (d) To accept Purchase Order,

- (e) To furnish Performance Security valid for 63 months within the stipulated time, or
- (f) To supply the goods within the stipulated period. Or
- (g) Fails to comply any terms of RFP or Purchase Order.

3). The best and firm price should only be quoted. The price should be inclusive of **GST, Delivery, installation etc.** *The bid shall clearly mention whether the present/future taxes are included in the price or otherwise, the rates shall be indicated.*

4). **Bid Documents:**

The Technical Offer should be complete and indicate that all products and services asked for are considered. **Technical Offer document should not contain any price information.**

Envelopes must be super-scribed with the following information:

- ✚ Eligibility and Technical Proposal' along with bid security.
- ✚ Other Information required on the envelope and sub-envelopes – RFP reference number, Name of bidder, Contact Person, Contact Address, E-mail address and Phone number.

5). **Proposal Format**

The Bidder should submit Technical Bids in a sealed envelope super scribing the envelope with the RFP Reference number, due date, Name of the Bidder, etc. The Bid Document should be complete in all respects and contain all information asked for, except price information and indicate that all products and services asked for are considered.

The eligibility and technical envelope should have the following documents:

- a. Bid security
- b. Bid Form
- c. All annexure as per RFP on Company's letter head with Authorizing persons signature and company seal on all pages.
- d. All supporting documents and product literature in support of Technical specifications.
- e. Relevant brochures for Solar Batteries.
- f. Manufacturers' Authorization Form as per Annexure-IV, if applicable.
- g. Technical Specifications 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 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.

Bidder’s proposal should strictly conform to the Eligibility Criteria, Technical specifications and all other terms and conditions, stipulated in the RFP. Proposals not conforming to the specifications will be treated as technically non-responsive. Bank will not entertain any correspondence on this.

The bidder is not required to submit the Price Bid , as Bank will be conducting the Reverse-auction from the technically responsive Bidders. Bidders are requested to go through ‘Rules for Reverse Auction’ as detailed in Annexure-A.

The prices should be inclusive of GST., *if payable extra, shall be payable at actual upon production of documentary evidence of payment.*

The Last date for submitting the Bid proposals along with Bid Security is **09.08.2018 by 14.00 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 a sealed master envelope to **Sri A. Mahapatra, General Manager, PMD, Prathama bank, Head Office- Ramganga vihar, Phase II , Moradabad, Uttar Pradesh-- 244001** within the above stipulated date and time.

6). Delivery Place:

The batteries have to be delivered and installed at the destination as per the delivery schedule, which will be supplied along with the order. The batteries as per configuration mentioned in the format of technical bid shall be delivered within five weeks from the date of Order at the addresses, as mentioned in the order.

7). Transfer of Ownership:

Transfer of ownership of the property will be effective as soon as the equipment is brought to the site in the Bank’s premises, installed there at and accepted by the Bank.

8). WARRANTY:

The Supplier warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.

The supplier shall also provide a fault free maintenance warranty and the same shall remain valid for a *minimum* period of Thirty Six (36) months from the date of installation. Followed by two years a m c .

9). BATTERIES MAINTENANCE:

That the Bidder will assume total responsibility for the fault free operation of SPV systems and maintenance during the warranty for a total duration of Five years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99% uptime for 10 hours a day, 6 days a week of operation of the Systems worked on a quarterly basis. If the service support is less than 10 x 6 basis, bank may at its own discretion reject the proposal in total, without assigning any reason.

During the warranty period the vendor should undertake to provide the Bank free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc as and when required ,filling distilled water in Batteries) from the date of commissioning of the Systems. The vendor should maintain critical components. If any critical component of the entire configuration is out of service for more than two days, the Supplier shall either immediately replace the defective unit or replace it at its own cost so that the required uptime is not compromised.

In case the supply is not according to the order or if the components, if any, are found to be varying from the order in any respect, the vendor will undertake to replace at no extra cost to the Bank, during the period of use after the warranty also.

The service support should be provided within 48 hours of lodging of complaint. In case the rectification is delayed more than the above stipulated time or the part needs to be taken to the vendor's lab for repairs, the vendor should provide standby equipment. Failure to do so, on the part of the vendor, shall make the vendor liable to:

- a **FOR A PENALTY OF Rs . 500/- per day.**
- b **REIMBURSING THE EXPENSES INCURRED BY US IN GETTING THE FAULT REMOVED, IN CASE THE VENDOR FAILS TO RECTIFY THE FAULT EVEN AFTER TWO WORKING DAYS OF CALL LODGED BYUS.**
- c **REIMBURSING THE LOSS INCURRED BY THE BANK DUE TO DELAY IN SERVICE.**

Delivery Period:

All Purchase Orders / delivery instructions will be released from our Office. The batteries shall be delivered within 5 weeks from the "date of acceptance of the purchase order" or "date of delivery instructions". In case of deferred deliveries, with delay in installation and commissioning beyond the stipulated 5 weeks from the date of delivery instructions issued by the bank, the Bank reserves the right to charge a LD (Liquidated Damages) at the rate of 0.5% of the cost of the Battery bank

per week subject to a maximum of 10% of the Total Basic Cost of the Battery Bank/s
(Excluding AMC Charges]

Payment terms are asunder:

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/ RTGS 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 and installation:

Eighty (80)% of the Contract price of the Goods backed by necessary proofs shall be paid on delivery, installation and upon submission of the following documents.

- a) 2 copies of the Supplier's invoice, inclusive of original, showing Contract No, Goods description, quantity, unit price, total amount, Installation report from the Branch/Office in charge stating that the system is working satisfactorily.
- b) Original delivery note signed by consignee or acknowledgement of receipt of goods from the consignee;
- c) Insurance Certificate as per clause 3 under "Other important terms and conditions";
- d) Manufacturer's/Supplier's Warranty certificate;
- e) Supplier's factory inspection report.

However, if for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence Commissioning certificate cannot be issued, the above 80% of the Total Contract Price shall be paid, within 30 days from the date of receipt of goods at the respective locations. In such a case, the Supplier shall have to produce document showing "Site not Ready" status from the representatives of Prathama Bank at respective locations and to undertake to install and successfully commission the equipments within 15 days of confirmation of readiness of infrastructure by the Purchaser. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.

- ii) On Final Acceptance:** The remaining Twenty percent (20%) of the Contract price of Goods shall be paid within thirty (30) days of the Claim along with the satisfactorily working Certificate issued by the Purchaser's representative on submission of performance guarantee (BG) valid up to the warranty period with 3 months of grace period.

12). INSPECTIONS AND TESTS:

The Purchaser 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 purchaser.

The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Supplier 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 Purchaser. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser bank may reject the Goods, and the Supplier/vender shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser bank.

- 13). The supplier shall buy back the Old Solar Batteries from the Purchaser. The details of such buy back can be arrived at, on mutually agreed terms at the time of buy back. The purchaser reserves the rights to go for buy back or otherwise.
- 14). The Bank may at its discretion increase or decrease the quantity of items as per requirement of the bank within the validity period of the contract upto a maximum of 30% of the specified quantity.

Purchase Order will be placed on the Lowest Bidder [L1] among the technically accepted offers.

- 15). A Softcopy of this Document may also be collected from the Bank, if needed. A Softcopy of the proposal (Technical) must be submitted along with the respective sealed bid/s for easy processing whereas only the hardcopy of the proposal signed on all pages with company seal will be considered as a valid proposal.
- 16). Clarifications needed, if any may be sought from the bank immediately.
- 17). Bank reserves the right to reject this invitation to offer in part or full, or cancel the entire process at any stage without assigning any reason.
- 18). OTHER IMPORTANT TERMS AND CONDITIONS

1 CONTRACT FORM & PERFORMANCE SECURITY:

Within Ten(10) days of receipt of the format of *Contract Form*, which will be sent along with the purchase order, the successful Bidder shall sign and date the contract and return it to the Purchaser.

Within thirty (30) days of the receipt of purchase order from the Purchaser, the successful Bidder shall furnish the *performance security for 10% (ten percent) of the Contract Value* valid till the end of warranty period (plus an additional grace period of 3 months) in the format prescribed.

Failure of the successful Bidder to comply with the requirement of executing Contract and

submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

2 TERMINATION FOR DEFAULT:

- a. The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
 - ii. If the bidder fails to perform any obligation(s) under the Contract.
 - iii. 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.
 - iv. Delay in Implementation of the Project beyond the specified periods
 - v. Non-satisfactory performance of the Project during implementation.
 - vi. Failure to integrate / implement the project as per the requirements of the Bank.
 - vii. Serious discrepancies noted in the implementation of the project
 - viii. Breaches in the terms and conditions of the Order.
 - ix. 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.

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

2 EFFECT OF TERMINATION

- 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.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- 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 favourable 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.

- 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.
- 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.

3 INDEMNITY

- 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.
- 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.
- 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.
- 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.

4 LIABILITY OF THE SELECTED BIDDER:

- 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.
- 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.
- Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- 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.

5 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 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.

6 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

7 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.

10 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.

11 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.

12 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.

13 OWNERSHIP, GRANT AND DELIVERY

- 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.
- 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.

14 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.

15 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

16 CONTRACT RE-NEGOTIATION

- 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.
- 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.
- 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.

17 CORRUPT AND FRAUDULENT PRACTICES

- As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after 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.
- 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.

18 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.

19 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.

20 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.

21 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.

3. 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 (fire, burglary, SRCC, natural calamities such as earth quake, flood etc) for a period of 4 months from the date of delivery.

4. SUPPLIER'S OBLIGATIONS:

- The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors'.
- The Supplier should inform the contact point for the purchaser and all the authentic status of Delivery and Installation should be made available in writing at least twice in a week.
- The Supplier 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.
- The Vendor should explicitly absolve the bank of any responsibility/liability for use of system/application software delivered along with the equipment (i.e. the vendor shall absolve the bank in all cases of possible litigation /claims arising out of any copyright/license violation) for software/s sourced either from third parties or from themselves. Besides, the vendor shall furnish a certificate to the bank that the software is fully licensed.

6. TECHNICAL SPECIFICATIONS:

Detailed Specification of the items required is as attached

The Bidder is required to submit the following documentation, as applicable, along with the offer. The following list is only indicative and not exhaustive.

The manuals and technical brochures, specific names of components/items excluded from the purview of warranty/ AMC and it's cost are required to be submitted for all

items, including all accessories and devices, included in the package for which a bid is being submitted.

- Technical details of the Batteries.
- Technical details & Manual for Batteries.
- Technical details for any other item/s offered.

7. FORCE MAJEURE:

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. 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 God 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.

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.

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.

Notwithstanding the above, the decision of the Bank shall be final and binding on the Bidder. Technical details form must be complete in all respects. Correct technical information of the product being offered must be filled in. Any additional information available, though not included in the form, may also be submitted. Terms like OK, accepted, noted, as given in brochure /manual, or more etc., are not to be used and are not acceptable.

The format given below has provision to indicate your offer as well as deviation, if any. *It is mandatory to furnish the Technical Specification in this format for each type of 2V-600Ah Solar Lead Acid Tubular Flooded Batteries (Solar Application) offered. The offer submitted by the bidder may be rejected ,if the technical details are not furnished ,as per the format below:*

TECHNICAL SPECIFICATIONS FORM: @

<i>S No</i>	<i>Component of Each item</i>	<i>Purchase's requirement</i>	<i>Bidder's Offer</i>	<i>Deviation</i>

A softcopy of the specifications of the items required may be collected from the bank and the same may be used to offer Bidder's Offer & Deviations in a tabular form for submission to the Bank - this is *only to facilitate easy processing*. However, the hardcopy with Company Seal, counter signatures on all pages numbered as "Page X / Y" shall only be taken as a valid proposal.

TECHNICAL DETAILS FORM

<i>S No</i>	<i>Name of Major Component</i>	<i>Details</i>

RESOLUTION OF DISPUTES

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.

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 Moradabad, Uttar Pradesh, India only.

Annexure-II

BID FORM

Ref.No.....

Place:.....

Date:.....2018

To,
The General Manager,
Prathama Bank
Premises Maintenance Department, Head
Office, Moradabad
Uttar Pradesh- 244001

Dear Sir,

Having examined the Request for [PBHO/PMD/1/TENDER/2018](#), Dt.15.07.2018 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install the items mentioned in the schedule of requirements for your Branches/ Offices in conformity with the said RFP for the sum mentioned in the Commercial Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and 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 of a Bank in a sum equivalent to 10 per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of One Year 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 further confirm that,

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

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

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 2018

(Signature)

(In the capacity of)

Duly Authorized to sign bid for & on behalf of (Name & Address of the Bidder)

Annexure-III
BID SECURITY FORM

Whereas _____ called “the Bidder”) has submitted its Bid dated _____ 2018 for the supply of _____ (here in after called “the Bid”)

KNOW ALL PEOPLE by these presents that WE of _____ having our Registered Office at _____ (hereinafter called “the Bank”) are bound unto Prathama Bank, Premises Maintenance Department, Head Office, Moradabad (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of _____ 2018.

THE CONDITIONS of this obligation are:

- If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form ;or
 - Fails to place on line masked indicative bids after getting technically qualified.
 - Fails to log in for the on-line Reverse-auction process.
 - If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity
 - Fails or refuses to execute the Contract Form if required ;or
- 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 -----, 2018, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

Annexure-IV

MANUFACTURERS' AUTHORISATION FORM

No.....

Dated: / /

To
The General Manager,
Prathama Bank
Premises Maintenance Department, Head
Office, Moradabad
Uttar Pradesh- 244001

Dear Sir,

Sub: LT No: dated,

*We who are established and reputable manufacturers of Solar Batteries having factories 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 your RFP : **PBHO/PMD/01/TENDER/2018**,Dt.15.07.2018.*

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.

Yours faithfully,

(NAME)
(Name of manufacturers)

Note: *This letter of authority should be on the letter head 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-V
LETTER OF AUTHORISATION TO BID

No.....

Dated: / /

The General Manager,
Prathama Bank
Premises Maintenance Department, Head
Office, Moradabad
Uttar Pradesh- 244001

Dear Sir,

Sub: Letter of Authorisation to bid for Prathama Bank Solar Batteries requirements

Ref: RFP : ***PBHO/PMD/01/TENDER/2018***, Dt.15.07.2018

*WeM/s.....(Name and address of the principal)here by authorize M/s.
..... (Name and Address of Agents), our Business Partner/Authorized Distributors to
submit a bid ,and sign the contract on behalf of us for all the systems/goods required by the
bank as called for vide the bank's request for proposal reference no.
..... Dated, 2018*

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.

Yours faithfully,

(NAME)

(Name of principal vendor on whose behalf the proposal is submitted)

Note: 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.

Annexure-VI

SERVICE SUPPORT FORM

S N o.	Description of goods	Service Centre/s in our service area					List of Mode l of items servic ed in last two years	Accessibi lity time from nearest service centre to destinatio n of goods
		Address, Phone and Telex/Fax Nos.	Status of office working days & Hours	No. of service Engineers	No. of Adm staff	Value of Minimum Stock of spares available at all time		

NOTES:

- Bidders are required to mention specifically the Name, Address, Telephone Number of their Service Centre, Mobile No. Email ID etc for after Sales Service at the delivery location.

Annexure-VII

DETAILS OF DOWN TIME

(To be furnished for item mentioned in the Schedule of Requirements)

No.	ITEM	NO. OF DAY OF MAX. DOWNTIME

Notes:

1. The average down time of each item should not exceed half the maximum downtime.
2. If the maximum down time during use in warranty/ maintenance period exceeds the maximum down time as specified in the bid, the supplier should arrange immediate replacement. Failure to arrange for the immediate replacement shall render the supplier liable to a penalty.

It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs.500/- per day per item. The amount of penalty will be recovered from bank guarantee during warranty or annual maintenance period as the case may be. Since the systems are intended for TBA, service support should be provided within **48**hours.

Signature and Seal of the Manufacturer / Bidder

Annexure-VIII

VENDORS PARTICULARS

The format for the Technical bid will contain the following details for the Vendor/Bidder.

Sl. N.	Our requirement	Vendors remarks
1	Name of the Vendor	
2	Constitution	
3	Registered address	
4	Company's IT PAN number	
5	Company's GST Number	
6	Turnover of the company for the last 3 years 2015-16,2016-17,2017-18	
7	The company should have in existence in the business for a minimum period of 5 years	
8	Total No. of Batteries sold Up-to 31.03.2018	
9	Whether blacklisted by any Bank/Institution in India or abroad or any Gov. department	
10	Whether empanelled vendor with MNRE if Yes, Attached certificate	
11	Name of the existing customers (Banks)	
12	The Vendors should have ISO 9000 specification (copy should be enclosed)	
13	Other than MNRE Empnaled Manufacturers Vendor /dealers if authorized give authorization certificate	

Supporting documents for annexure VII like incorporation/Firm registration certificate, PAN card, GST Registration Certificate ,ISO certificate, Latest 3 years balance sheets, Other bank purchase orders etc.

SIGNATURE OF THE VENDOR WITH SEAL

Annexure-IX

Technical Specifications

1 a	Technology	Low Maintenance Lead Acid Tubular Flooded Cell/Battery (For Solar Application)
b	Cell/Battery Voltage	2 Volt
c	Cell/Battery AH Capacity	600AH--Capacity@C10upto1.85v.p.c.at 27degricentigrade
d	Cell/Battery Dimensions (L*B*H)	Length=173 mm +_5 mm *Width=158 mm +_5 mm *Height = 700 mm +_5 mm
e	Cell/Battery Weight (kg) with Acid	41 kg +_5%
g	Certificate of BIS	IS 1651 specification with latest amendments
h	Test Report	Government recognized Test Laboratory (MNRE APPROVED)
i	Make	Exide/SBL

Note : No additional expenses admissible for battery stand.

Annexure – X

Declaration of clean track record by Bidder:

To
The General Manager,
Prathama Bank
Premises Maintenance Department, Head
Office, Moradabad
Uttar Pradesh- 244001

Sir,

Re: RFP No. _____ for Supply and installation of _____”

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred /blacklisted by any Government / Semi-Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date

Business Address

Annexure-XI

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this day of by and between; Prathama Bank, a body corporate constituted under the Regional Rural Act 1976 carrying on banking and having its Head office at Moradabad , Uttar Pradesh 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 * (* *duration of the Original Agreement plus 10 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 in definitely.

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 here by 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 laws 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 WHERE OF, the parties here to have executed this Agreement as of the date first above written.

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Annexure-A
RULES FOR REVERSE AUCTION

Sl.No	Particulars	Details
1.	BUYER NAME	Prathama Bank Premises Maintenance Department, Head Office, Moradabad Uttar Pradesh- 244001
2.	AUCTION TO BE CONDUCTED BY (SERVICEPROVIDER)	Ahmedabad Address:
		Name: e-Procurement Technologies Limited.
		Address: A-201, Wall Street-2, Elise bridge,
		Ahmedabad - 380006
		Phone :079 41072510/515/513/518/519
3.	WEBSITE ADDRESS FORREVERSE AUCTION DATE OF AUCTION	<u>Will</u> be intimated Auction Date : Will be Intimated. Online Initial Sealed Bid Time: Will be Intimated Online Reverse Auction Time: Will be Intimated (With extension as applicable)
4.	DOCUMENTS ATTACHED	Rules and Terms & Conditions of Reverse Auction: Compliance Statement (Annexure B-I) Price Bid Confirmation (Annexure B-II)

Online Sealed Bid:

Bank desires to make use of e-procurement process for procurement of computer related items etc. at its Branches/Offices.

Online sealed bid is to be conducted from the Technically responsive bidders to get the indicative price to the Bank during the online sealed as per price schedule of RFP. Participating bidders should have a valid digital certificate to participate in Online sealed bid. Basing on the quotes and also market enquiries on the products, start price will be fixed for conducting the Reverse Auction. Decremental value and its multiples are also fixed.

Online Reverse Auction

Bank desires to make use of Online Reverse Auction for various procurement processes to get the most competitive price from the participating technically qualified suppliers/ vendors.

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

PROCESS OF REVERSE AUCTION:

- a) Bank will engage the services of a Service provider for conducting Online Reverse Auction on behalf of the Bank.
- b) The Bank shall enter into a separate agreement with the Service Provider clearly detailing the roles and responsibilities of the Service Provider who hosts the web portal and conducts the Reverse Auction.
- c) For the proposed reverse auction, technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- d) Rules like event date and time, start price, bid decrement, extensions etc., will be communicated for compliance by the Bidder.
- e) For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each Bidder for this purpose.
- f) The Service Provider will provide all necessary training and assistance before commencement of online bidding on Internet. Service Provider / auctioneer is responsible for conducting training to all technically qualified Bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard.
- g) Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- h) Each Bidder shall participate in the training/ mock auction at his / their own cost.
- i) Bidder / Authorized representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider / auctioneer. Each Bidder / Authorized representatives shall change the password after receipt of initial password from Service Provider.
- j) Reverse auction will be conducted on scheduled date & time and the same shall be communicated in advance.
- k) Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse Auction. Without this the Bidder will not be eligible to participate in the event.

Bidder is required to give their indicative price to the Bank during the online sealed bid before conducting reverse auction. Timings of the online sealed bid will be intimated by the Bank in advance to the technically responsive bidder. Start price for the Reverse Auction will be notified by the Bank.

- l) All the bids made from the Log-in ID given to Bidder will be deemed to have been made by the Bidder to whom Log-in ID and password were assigned by the Service Provider /auctioneer.
- m) Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP at the bid price offered during the Reverse Auction.
- n) Every successive bid by the Bidder being decremental bidding shall replace the earlier bid automatically and the final bid as per the time and Log-in ID shall prevail over the earlier bids.
- o) The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a “Tie” in bids.
- p) The minimum time limit for Online Reverse Auction is 1 hour only.
- q) At the end of reverse auction event, the lowest Bidder value will be known on the network.
- r) The lowest Bidder (L1) has to fax the duly signed filled-in prescribed format along with break- up as provided on case-to-case basis to the Bank within 24 hours of auction without fail.
- s) Any variation between the Online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.
- t) The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- u) The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- v) Bank's decision on award of Contract shall be final and binding on all the Bidders.

Rules and Terms & Conditions of Reverse Auction

Online Reverse Auctions are carried out under the framework of a set of rules. Following are the ‘Rules and Terms & Conditions’ of Online Reverse Auction:

1. Definitions :

“Bank” means Prathama Bank

“Service Provider” means the third party agency / company who have been selected

by the Bank for conducting Reverse Auction.

“Bidder” means the party or his authorized representative who has participated in the

RFP /Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms & conditions of RFP.

“L1” means the Bidder who has quoted lowest price in the Reverse Auction process.

“L2” means the Bidder who has quoted second lowest price in the Reverse Auction process.

2. Eligibility of Bidders to participate in Reverse Auction:

Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Rules and Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Annexure

– XII can only participate in Reverse Auction related to the procurement for which RFP is floated.

Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.

Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non - availability of valid digital certificate.

Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.

Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Annexure–B-I(Compliance Statement)

Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

3. Training:

The Service Provider shall impart training on the Reverse Auction to representatives of all eligible Bidders for participation in Reverse Auction.

All rules & procedure related to Reverse Auction will be explained during the training.

The Bank/ Service Provider may also conduct a “Mock Reverse Auction” to familiarize the vendor/s with Reverse Auction process.

Date, Time, Venue etc. of training will be advised at appropriate time.

Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at his / Bidder’s own cost.

No request from the Bidders for change in training schedule and/ or venue will be entertained.

However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons thereof, even after its communication to eligible Bidders.

Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

4. Reverse Auction Schedule:

The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the technically responsive Bidders prior to the Reverse Auction date.

Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.

Reverse Auction will normally be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.

During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the reverse auction process / proceed with conventional mode of tendering.

5. Bidding Currency: Bidding will be conducted in Indian Rupee(INR).

Price Schedule: The Bidder, shall quote the Hardware Prices as per the following format given below during Online sealed Bid and Reverse Auction:

S No	Item Description	No. of units (A)	Per Battery/Cell			Total Cost Ax(B+C+D)
			Base Price (B)	5 year servicing charges during warranty period (C)	Tax (D)	
1	2V-600AhCapacity@ C10 SOLAR Lead Acid Tubular Flooded Battery Low Maintenance IS 1651 specifications with latest amendments Exide/SBL Make with inter cell connectors, cables & insulator for 96 V battery bank	1104 Battery /Cell				

Notes:

- a. L1 status is based on total cost. The vendor has to quote the above prices in Indian rupees only, including all taxes.
- b. L1 status will be determined based on the total cost.
- c. The Cost is including all taxes.
- d. The prices quoted shall be valid for One year from the date Rate Contract Agreement.
- e. Irrespective of the Bidder's Service Level Agreement with Original manufacturer, at cost or otherwise etc., the Bidder has to strictly adhere to the service support terms & conditions of RFP.
- f. Bank may enter into annual maintenance contract (AMC) with the vendor after completion of free warranty period of 60 months at mutually agreed rates between the Bank and the vendor. The Vendor shall not refuse to provide AMC post warranty.

6. Start Price:

Bidder needs to give their indicative price to the Bank during the Online sealed bid.

Timings of the Online sealed bid will be intimated by the Bank in advance.

Bank shall determine the Start Price for Reverse Auction a.

On its own and /or

b. Based on the indicative price and information on Grand Total as per our price schedule received during the ONLINE SEALED BID ,or

c. Bank may determine the start price on the basis of the lowest quote of indicative commercial bids received during ONLINE SEALED BID.

.The start price of an item in Online reverse auction is open to all.

The start price of an item in Online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the Online reverse auction, from the start price itself. Please note that the first Online bid that comes in the system during the Online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

7. Decremental Bid Value:

The bid decrement value will be specified by Bank before the start of Reverse auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.

Bidder is required to quote his bid price only at a specified decremented value, which may be informed, to the technically responsive bidders during reverse auction.

Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4....level of next available lower level.

Bid decrement value shall be informed to the technically responsive bidders.

8. Web Portals and Access:

Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.

Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.

Bidders will be participating in Reverse Auction event from their own office /place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.

In the event of failure of their Internet connectivity (due to any reason whatsoever it maybe)

It is the Bidders responsibility/ decision to send fax communication immediately to Service Provider furnishing the bid price, they want to bid Online, with a request to upload the faxed bid price Online so that the service provider will upload that price Online on behalf of the Bidder.

It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed and the service provider has entered the same in the system.

It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time.

Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.

In order to ward-off such contingent situation:

Bidders are advised to make all the necessary arrangements / alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.

Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

9.5.3 Failure of power at the premises of Bidders during the Reverse auction cannot be the cause for not participating in the reverse auction.

On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.

Bank and/or Service Provider will not have any liability to Bidders

for any interruption or delay in access to site of Reverse Auction irrespective of the cause.

For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.

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

9. TRANSPARENCY IN BIDS:

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

10. MASKING OF NAMES:

Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:

- i) Opening Price
- ii) Leading / Lowest Bid Price in Auction (only total price)
- iii) Last Bid Price placed by the respective Bidder.

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

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

11. Finalization of the Successful Bidder:

At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.

Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.

Bank's decision on

award of Contract shall be final and binding on all the Bidders.

Successful Bidder has to fax the duly signed filled-in prescribed format (Annexure – K - 2) as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed Annexure – XIII should reach the Bank within 48 hours of Reverse Auction without fail.

Any variation between the On-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/ vender to conduct business with Bank as per prevailing procedure.

Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse Auction event within 24 working hours without fail.

Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or fail to supply as per the rates quoted, Bank will take appropriate action against such Bidder and /or forfeit the Bid Security amount, debar him from participating in future.

In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

12. Bidder's Obligation:

Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.

Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

13. Changes in Rules and Terms & Conditions of Reverse Auction:

Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.

Bank reserves the right to modify/withdraw any of the Rules and Terms & Conditions of Reverse Auction at any point of time.

Modifications of Rules and Terms & Conditions of Reverse Auction will be made available on website immediately.

Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

14. Errors and Omissions

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

COMPLIANCE STATEMENT

Annexure –B-I

(To be submitted in Company's letterhead by all the Bidders participating in Online sealed Bid and Reverse Auction)

To

Date:

The General Manager
Prathama Bank
Premises Maintenance Department,
Head Office, Moradabad
Uttar Pradesh- 244001

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted Our bid for participating in Bank's RFP No. dated for procurement of 2V—600Ah Low Maintenance Lead Acid Tubular Flooded Battery Bank Total 96 V .
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Prathama Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the On-line auction conducted by M/s e Procurement Technologies Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Online Sealed Bid or/and Reverse Auction and its results legally binding onus.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in Online Sealed Bid or/and Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the UPS, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above-mentioned exigencies.
8. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.

9. We shall fax the duly filled in signed Price Bid format as provided in the RFP to the Bank and to the Service provider within 24 hours of end of Online Reverse Auction without fail.
10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP. Date:
11. We, hereby confirm that we will honour the Bids placed by us during the reverse auction process, failing which we shall forfeit the Bid Security. We also understand that the Bank may debar us from participating in future tenders.
12. We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supplying as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
13. We confirm having nominated Mr./Ms. _____, designated as _____ of our company to participate in the Online Sealed Bid and/or Reverse Auction on behalf of the Company and his Digital signature No. is:-----.
14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Company.
15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the Reverse Auction.
16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Online sealed Bid and Reverse Auction, failing which the Bank shall forfeit the Bid Security. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorized Signatory with company

seal Name : Mr./Ms. _____

Company / Organization :

Designation within Company /

Organization : Address of Company /

Organization :

Name of Authorized Representative: Mr./Ms.

 Designation of the Authorized Representative:_____

Signature of Authorized Representative:

Verified above signature

Signature of the Authorized Signatory with Name and Company seal

Annexure – B-II

Price Bid Confirmation

(To be submitted on Company's Letterhead by L1 Bidder participated in Reverse Auction along with detailed price schedule strictly as per RFP format)

Date

To
The General Manager
Prathama Bank
Premises Maintenance Department,
Head Office, Moradabad
Uttar Pradesh- 244001

Dear Sir,

SUB: Final / Lowest Bid Price quoted in Reverse Auction held on in respect of RFP Ref. No. _____ Dated _____ for procurement of.....

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under -

Rs.(in figure): _____
Rs. (in words): _____

and we are submitting the detailed price schedule as mentioned Below.

S No	Item Description	No. of units (A)	Per Battery/Cell			Total Cost Ax(B+C+D)
			Base Price (B)	5 year servicing charges During warranty period (C)	Tax (D)	
1	2V-600Ah Capacity @ C10 SOLAR Lead Acid Tubular Flooded Battery Low Maintenance IS	1104 Battery /Cell				
	1651 specifications with					

ANNEXURE –C

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

To

General Manager
Prathama Bank
Premises Maintenance Department,
Head Office, Moradabad
Uttar Pradesh- 244001

Dear Sir,

Sub: Supply, Installation and Maintenance of Solar Batteries by M/s.....

We hereby confirm that M/s..... has supplied, installed and maintaining.....(number)(Solar Batteries) between April 2015 and March 2018 and.....(number) are functioning satisfactorily as on date.

Place:

Date:

Bank's seal and signature
of Authorized Signatory.

ANNEXURE –D

Conformity Letter

Proforma of letter to be given by all the bidders participating in RFP No. PBHO-PMD/01/TENDERS/2018 Dt.15.07.2018 on their official letterheads

To

General Manager
Prathama Bank
Premises Maintenance Department,
Head Office, Moradabad
Uttar Pradesh- 244001

Dear Sir

Sub: RFP XX/PBHO-PMD/01/TENDERS/2018 Dt.15.07.2018

Further to our proposal dated XXXXXXXX, in response to the Request for Proposal (hereinafter referred to as “**RFP**”) issued by Prathama 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 Prathama Bank, provided however that only the list of deviations furnished by us in ‘Annexure G’ . Clarifications required for this RFP Terms and Conditions’ of the main RFP document which are expressly accepted by Prathama Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. Prathama Bank is not bound by any other extra nous 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 Prathama Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding onus.

Yours
faithfully,

Authorized Signatory
Designation
Vendor’s corporate name

-:END OF DOCUMENT:-