



THE WEST BENGAL STATE CO-OPERATIVE BANK LTD.

Registered Office & Head Office: 24A Waterloo Street, Kolkata - 700 069

**Request for Proposal (RFP) for Empanelment of
Vendors for Supply, Installation & Maintenance of Servers,
Storages, Desktops, Laptops and Computer
Peripherals/Items**

RFP Reference: WBSCB/HW/2

Date: 06/11/2020

Last Date for Submission: 02/12/2020

On or Before: 04:00 P.M

**24A, Waterloo Street, Kolkata - 700069
Contact Numbers: 033 2248-8491 / 2248-8492 /
2248-8692 / 2248-0874
FAX No: 033 2248-8488 / 2248-1728**

Disclaimer

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any empanelled Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of The West Bengal State Co-operative Bank Ltd. with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. The West Bengal State Co-operative Bank Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The West Bengal State Co-operative Bank Ltd. may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being E-tender, bids received only through online on E-tendering portal www.tenderwizard.com/eproc shall be considered as an offer. **Any bid submitted in physical form will not be received or opened and shall be summarily rejected.**

Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit website www.tenderwizard.com/eproc which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your company in website www.tenderwizard.com/eproc for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Pay Cost of RFP through Demand Draft (i.e. DD)/Bank Guarantee (i.e. BG) and upload the scan copy in website.
4. Upload supporting documents by clicking “Document Library”. Then submit the tender. Take “Bid successfully submitted” acknowledgement copy for reference.
5. Contact details of e-Tender service provider:
Mr. Kushal Bose, Email: Kushal.b@antaressystems.com, M:7686913157
Mr. Tousik Ghosh, Email: tousik.g@antaressystems.com, M:9674758724
Helpline no: 9073677150/9073677151/9073677152
6. System requirement for online bid submission:
 - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
 - b. Operating system - Windows 7 or above.

Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

NOTE: Submission of any bid document through offline mode will not be accepted. However, Cost of RFP signed by authorized signatory should be submitted through both online and offline mode along with bid submission.

Abbreviations

The long form of some abbreviations commonly used in the document is given below:

Abbreviations	Description
AMC	Annual Maintenance Contract
BFSI	Banking, Financial Services and Insurance
BG	Bank Guarantee
CPU	Central Processing Unit
I/O	Input / Output
IP	Intellectual Property/ Internet Protocol
IT	Information Technology
KYE	Know Your Employee
LAN	Local Area Network
LoI	Letter of Intent
MIS	Management Information Systems
MSME	Micro Small Medium Enterprises
NDA	Non-Disclosure Agreement
NSIC	National Small Industries Corporation
OEM	Original Equipment Manufacturer
PO	Purchase Order
PSB	Public Sector Bank
PSU	Public Sector Undertaking
RFP	Request for Proposal
RO	Regional Office
SAN	Storage Area Network
SP	Service Provider
TCO	Total cost to Ownership
TO	Technical Offer

Schedule of Events & Bid Details

RFP No: WBSCB/HW/2

Date of issue of RFP/ Download Start Date & Time	06.11.2020 at 11.00 AM
Last date and time for submission of query	16.11.2020 up to 5.00 PM
End date and time of RFP Download	30.11.2020 up to 3.00 PM
Last date and time for submission Of Bidding Document	02.12.2020 up to 4.00 PM
Date and Time of Technical Bid Opening	07.12.2020 at 4.15 PM
Place of opening of Bids (Online)	The West Bengal State Cooperative Bank Limited, 24A, Waterloo Street, Kolkata - 700069
Contact Numbers	Tel: 033 2248-8491/8492/8692/0874
Cost of RFP	Rs.1,000/- (One Thousand only) in the form of demand draft/pay order in favour of The West Bengal State Cooperative Bank Limited payable at Kolkata. Details of such demand draft/pay order are to be uploaded in the website.
Contact details	Interested Bidders are requested to send the email to: dg_ghosh@rediffmail.com, itconsultant@wbstcb.com & containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No., email address, Mobile No. etc.

Note: Any bid received after target date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money amount for which the enterprise concerned needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.



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The West Bengal State Cooperaetive Bank Limited

1. Introduction

The West Bengal State Co-operative Bank Limited is a 100 years old Banking institution working as an Apex Bank of all co-operative Banks of West Bengal. Serving the needs of peoples from remote areas to State Capital, Bank have 43 branches in South 24 Parganas, North 24 Parganas, Coochbehar Districts and in Kolkata & Siliguri.

2. Objectives of the RFP

- 2.1. The West Bengal State Co-operative Bank Limited (hereinafter called as “Bank” or “the Bank”) invites proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor” or “SP” or “Service Provider”. Offers are invited from reputed bidder for Empanelment of vendors for Supply, Installation and Maintenance of Servers, Storages, Desktops, Laptops and computer peripherals (Printers, Scanners, biometric devices, LTO Tapes, Hard Disks, etc) for two years i.e. 24 months as and when required.
- 2.2. All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.
- 2.3. Bank will not accept any deviations from the terms and conditions specified in the tender. Deviations could result in disqualification of the offer made by the vendor at the discretion of the Bank.

3. Invitation of Tender Bids

- 3.1. The West Bengal State Co-operative Bank Limited invites bid document for Empanelment of vendors for Supply, Installation and Maintenance of Servers, Storages, Desktops, Laptops and computer peripherals (Printers, Scanners, biometric devices, LTO Tapes, Hard Disks, Cheque Printers, Copier Machines etc.) for two years i.e. 24 months as and when required.
- 3.2. This RFP is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the empanelled bidders. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the empanelled bidders.
- 3.3. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder’s risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

- 3.4. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.
- 3.5. The RFP Document can be downloaded from Bank's Website www.wbstcb.com or from e-Procurement Portal www.tenderwizard.com/eproc. The response should be uploaded online at the e-procurement Portal www.tenderwizard.com/eproc.

4. Eligibility Criteria of Bidder

Only those Bidders who fulfil all the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

- 4.1. The bidder should be a company registered in India as per Company Act 1956 /2013 as a company or a partnership firm or Limited Liability Partnership company under LLP Act 2008 in India for last 3 years from the date of RFP. (Certificate of incorporation/Registration is to be submitted.)
- 4.2. The bidder must have minimum annual turnover of ₹ 3 Crores in each year of previous consecutive three financial years (2017-18, 2018-19, and 2019-20) from Indian operations. In case the audited financials for the year 2019-20 is not available, CA Certificate should be submitted.
- 4.3. Bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in each of the last three financial years, (2017-18, 2018-19, and 2019-20). In case the audited financials for the year 2019-20 is not available, CA Certificate should be submitted.
- 4.4. The bidder for desktop & laptop empanelment should have supplied at least 100 Desktops & Laptops and at least 10 Servers/Storage during last 2 Years from the date of RFP. Proof of sale in the form of Purchase Orders should be attached.
- 4.5. The bidder for Computer peripherals (Printers, Scanners, biometric devices, LTO Tapes, Hard Disks, etc) should have supplied at least 50 printers/scanners/biometric devices during last 2 Years from the date of RFP. Proof of sale in the form of Purchase Orders should be attached.
- 4.6. The bidder for servers/storage empanelment should have supplied, installed and maintained servers/storage to at least 2 BFSI/PSU/Govt. in major cities in India like Delhi, Mumbai, Kolkata and Bangalore during last 2 Years from the date of RFP. Satisfactory performance certificate/PO from customers should be submitted.

- 4.7. The bidder for Desktop and Laptop empanelment should have supplied, installed and maintained these items to at least 2 BFSI/PSU/Govt. of West Bengal / Govt. in India in multi locations (at least 10 urban / semi-urban / rural centres) during last 2 Years, from the date of RFP. Satisfactory performance certificate/PO from customers should be submitted.
- 4.8. The bidder for Computer peripherals (Printers, Scanners, biometric devices, LTO Tapes, Hard Disks, etc) empanelment should have supplied, installed and maintained these items to at least 2 BFSI/PSU/Govt. in India in multi locations (at least 10 urban centers) during last 2 Years, from the date of RFP. Satisfactory performance certificate/PO from customers should be submitted.
- 4.9. The bidder should have own or authorized service support Centres for maintenance of computer hardware to support systems supplied by them at least 4 (four) locations given in Annexure “G”. Complete details of Service Support Centres in each centre with number of technical staff (address and Contact number) should be submitted with the Technical Offer. Regional bidders should have their own or authorized partners support centre covering the place of operation.
- 4.10. Bidders, who are empanelled with The West Bengal State Co-operative Bank Limited and have not participated in any of the earlier limited tender process of the Bank and who have not completed any previous orders of the Bank, will not be eligible for participation in this tender.
- 4.11. Bidder should have not been blacklisted at any time by the Central /any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered. An undertaking to this effect must be submitted in their letter head as per Annexure “M”.

Note: Bank reserves the right to verify/evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

5. Scope of Work

The Bank invites proposal from Service Providers for primarily undertaking inter-alia the following activities for the Bank in respect of activities in banking operations.

- 5.1 Bank is empanelling vendors only for reducing the procurement process time. During empanelment period, Bank reserves the right to include new vendors, de-empanel any vendor, issue open tenders, issue limited tenders to other vendors, may not issue tenders to empanelled vendors etc. Bank's decision will be final in this regard.

- 5.2 The vendors will be generally empanelled for a period of two years or till the completion of fresh empanelment.
- 5.3 Please note that during the empanelment period, in case Bank is floating limited tenders amongst the empanelled vendors, vendors are requested to quote for all the tenders published by the bank. In case of non-submission of quotations for any three tender floated by any of our offices, bank may be forced to de-empanel vendors from the empanelled list. Individual tenders will contain detailed terms and conditions and scope of work. The conditions mentioned in this tender are only generic in nature and will become the part of each tender. However, in case of any conflict between terms and conditions mentioned in this document and that in limited tender documents, the terms and conditions mentioned in limited tender will prevail.
- 5.4 Bidders, who are not the OEM, will have to submit letter of authorization from the OEM at the time of submitting bids for tenders floated by our various offices in future.
- 5.5 Bidder selected through limited tender process has to supply, install, test, configure, commission and maintain (including installation and / or reinstallation of OS) the various IT equipment like Servers, Storage, Tape Drive, Desktops, Printers, scanners and other computer peripherals / items on all India basis.
- 5.6 Bidder either directly or through OEM will be responsible for providing support during warranty and AMC period as mentioned in the limited tenders.
- 5.7 Empanelment would be for following items
 - 5.7.1 Various type of Servers & Storages
 - 5.7.2 Desktop with TFT monitors, Laptops
 - 5.7.3 Computer peripherals/ items {Printers & Scanners (Line Printer, Fast DMP, DMP, Laser Printers Normal & Duplex, Passbook Printers), Document ADF/Flatbed Scanners, biometric devices, LTO Tapes, Hard Disks, Cheque Printers, Copier Machines etc}.
 - 5.7.4 AMC/ATS support at various offices of the Bank.

6. Empanelment Procedure

The vendor will be empanelled as per the following process:

- 6.1 Vendors satisfying the eligibility criteria and technical requirement will be shortlisted and technically qualified bidders will be empanelled with the Bank.
- 6.2 Tenders would be issued by various offices / Regional offices to empanelled vendors based on following criteria:
 - 6.2.1 Service support centres available in the area where equipment needs to be installed and maintained.
 - 6.2.2 Our Past Experience with the Vendor.

6.2.3 Past Experience of existing customers of the vendor.

However, Bank reserves the right to relax these criteria in case sufficient numbers (at least 3 nos.) of empanelled vendors are not available for particular tender.

- 6.3 Bank Head Office and/or Regional Offices will invite the bids from the empanelled bidders as per Bank's requirement.
- 6.4 Bank Head Office and/or Regional Offices will place orders to the successful bidders.
- 6.5 OEM / bidder may be asked by the bank to bring their product for demo, and if required, to install their product in any of the offices of the bank for a period of 1 month for evaluation/acceptance before placing purchase order.
- 6.6 Bank reserve the right to allow only in case of OEM who are empanelled vendor for particular equipment, on case to case basis, to authorize their representative to participate in particular tender issued by Bank. However, in case Authorized Representative fails to fulfil the contractual obligations then OEM has to fulfil the same.

7. Instructions for Bid Submission

7.1. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

7.2. Amendment of Bidding Document

Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.

7.3. Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.

7.3.1. All pages of the bid should be initialled by the person or persons signing the bid.

7.3.2. Bid form as per Annexure B should be signed in full & official seal affixed.

- 7.3.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- 7.3.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- 7.3.5. 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.

7.4. Cost of Bidding

Cost of Bid document/RFP cost

RFP document cost of ₹ 1,000/- (Rupees One Thousand Only) non-refundable can be submitted in the form of a demand draft / pay order issued by a scheduled commercial bank favouring The West Bengal Co-operative Bank Ltd. payable at Kolkata. Bidder has to submit the cost of RFP/document physical in original at The West Bengal Co-operative Bank Ltd., 24A, Waterloo Street, Kolkata-700069, (3rd Floor), to Mr. Amar Das (M:7044179810) or Mr. Sibaprasad Bhattacharyya (M:8902347622) before or on date & time of bid submission.

In case of bidders registered with The National Small Industries Corporation Limited (NSIC), they are eligible for waiver of RFP document cost. However, they need to provide valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

The RFP document can be downloaded from the Bank's website www.wbstcb.com or from www.tenderwizard.com/eproc.

In the event of non-payment of the fee of ₹ 1,000/- towards the RFP form, the offer will be rejected.

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

The Bidder shall bear all the costs associated with the preparation and submission of its bid and The West Bengal State Co-operative Bank Ltd., hereinafter referred to as the Bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7.5. Technical Bid

- 7.5.1. The Technical Bid should be complete in all respects and contain all information asked for in this document.
- 7.5.2. The Bid should be submitted online at the e-Procurement site www.tenderwizard.com/eproc by the Bidder.
- 7.5.3. In the first stage, Technical Bid will be opened and evaluated. Bidders satisfying the eligibility criteria and technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for empanelment.
- 7.5.4. The following documents including scan copy of demand draft/Pay order against RFP cost are to be submitted online at the e-procurement site www.tenderwizard.com/eproc and document cost should be submitted physical in original before or on last date & time of bid submission.
 - 7.5.4.1. Annexure A - Letter of Acceptance
 - 7.5.4.2. Annexure B - Bidder's Information Format
 - 7.5.4.3. Annexure C - Eligibility Criteria
 - 7.5.4.4. Annexure D - Compliance to RFP terms & conditions
 - 7.5.4.5. Annexure E - Declaration for Compliance
 - 7.5.4.6. Annexure F - Service Support Locations
 - 7.5.4.7. Annexure G - Performance Statement (For Last 2 Years)
 - 7.5.4.8. Annexure H - Details of Service Support Centre
 - 7.5.4.9. Annexure I - Bid Query Format
 - 7.5.4.10. Annexure J - Confidentiality / Non-Disclosure Agreement
 - 7.5.4.11. Annexure K - Undertaking By Bidder
 - 7.5.4.12. Annexure L - Know Your Employee (KYE)
 - 7.5.4.13. Signed & Sealed copy of all the pages in RFP and corrigendum if any is to be submitted online along with the technical bid.
 - 7.5.4.14. Photocopies of relevant documents / certificates as proof in support of various information is to be submitted online in aforesaid annexure and other claims made by the vendor.
 - 7.5.4.15. Documents and brochures pertaining to implementation detail that will be deployed for executing the proposed empanelment.
- 7.5.5. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 7.5.6. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

- 7.5.7. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in The West Bengal Co-operative Bank Ltd. in stipulated time i.e. supply Installation, Implementation etc.
- 7.5.8. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.wbstcb.com) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

7.6. RFP Clarifications

- 7.6.1. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to dg_ghosh@rediffmail.com, itconsultant@wbstcb.com with subject "RFP Clarifications - Empanelment of vendors for Supply, Installation and Maintenance of Servers/Peripherals" as per the date given in the schedule of events of this RFP document.
- 7.6.2. The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit our Banks website for clarifications and other communications.

7.7. Technical Bid Evaluation

- 7.7.1. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking explanation, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher eligibility criteria or non-availability of the same quoted by us, invariably to process the technical offer.
- 7.7.2. Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 7.7.3. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking

of any bidder. Wherever necessary, observations on such “minor” issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

7.7.4. All the latest Government of India Guidelines for preference to small and micro enterprises will be applicable.

8. Rejection of Bid

The Bid is liable to be rejected if:

- 8.1. The document does not bear signature of authorized person in each page and duly stamped.
- 8.2. It is received through Fax/E-mail/dropped in tender box.
- 8.3. It is received after expiry of the due date and time stipulated for Bid submission.
- 8.4. It is Incomplete including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 8.5. It is evasive or contains incorrect information
- 8.6. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. is made.
- 8.7. It does not comply with all the points mentioned in the scope of work. Non-compliance of any RFP clause will lead to rejection of the bid.

9. Modification and Withdrawals of Bid

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids.

10. Right to Accept or Reject any Bid or All Bids

Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. Bank reserves the right to accept or reject any technology proposed by the vendor Bank reserves the right to select more than one vendor keeping in view its large requirements.

11. RFP Response

- 11.1. If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected.

11.2. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

11.3. Bid properly documented should be submitted by uploading at www.tenderwizard.com/eproc at stipulated date & time mentioned in the RFP.

12. Liquidated Damage

If supplier fails to deliver any or all goods or perform services within stipulated time schedule or breach contractual obligations, the Bank shall, without prejudice to its other remedies under the contract, Bank is entitled to revoke Performance bank Guarantee submitted by empanelled vendor or withhold (deduct) from any other amount, which is due to supplier from this contract, or any other contract. LD will be decided on the terms and conditions mentioned in the respect of tenders floated by various offices/ROs of the bank.

13. Authorised Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected bidder shall submit, at the time of signing the contract, a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the Bank.

14. Confidentiality

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- 14.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the Bank;
- 14.2. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 14.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 14.4. To treat all Information as Confidential Information.

- 14.5. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure “L” within seven days of issuing the order/letter of intent.

15. Indemnity

- 15.1. Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:
- 15.1.1. an act or omission of the Bidder, its employees of the consortium, if any, in the performance of the services provided by this contract,
 - 15.1.2. breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder,
 - 15.1.3. use of the deliverables and or services provided by the Bidder,
 - 15.1.4. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, direct financial loss, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
 - 15.1.4.1. The Bank notifies the bidder in writing in a reasonable time frame on being aware of such claim,
 - 15.1.4.2. The Bidder has sole control of defence and all related settlement negotiations,
 - 15.1.4.3. The Bank provides the Bidder with the assistance, information and authority as it deems fit to perform the above.
- 15.2. It is clarified that the bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.
- 15.3. Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, employees, agents etc., and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.
- 15.4. Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated / used by software provided by Bidder, the Bidder should be responsible for loss/compromise or damage to Bank's data and for causing reputation risk to bank.

- 15.5. The bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, liabilities, penalties, fines and suits arising from:
 - 15.5.1. Non-compliance of the bidder with Laws/ Governmental /statutory requirements in respect of the services.
 - 15.5.2. IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - 15.5.3. Negligence and misconduct of the Bidder, its representatives, employees or agents.
 - 15.5.4. Breach of any terms of RFP, Representation or Warranty.
 - 15.5.5. Act or omission in performance of service.
 - 15.5.6. Loss of data due to any of the reasons mentioned above.
 - 15.5.7. Leakage or damage to data of bank arising from the assignment undertaken.
- 15.6. In the event that the Bank is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense will undertake to defend the Bank.
- 15.7. It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
- 15.8. On its part, the Bank will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- 15.9. The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.

16. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

- 16.1. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors used by Vendor in performing its obligations under this Project.
- 16.2. If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.

- 16.3. Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

17. Non-Transferable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

18. Responsibility for Completeness

- 18.1. Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, testing, commissioning, performance or completeness of the order, shall be provided/made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.
- 18.2. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

19. Ownership and Retention of Documents

- 19.1. All information processed, stored, or transmitted by empanelled Bidders' application belongs to the Bank. By having the responsibility to maintain the application, 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. Any information considered sensitive by the bank must be protected by the empanelled Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.
- 19.2. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.
- 19.3. The empanelled Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in

providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

20. Penalty

- 20.1. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 20.2. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 20.3. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 20.4. Any financial loss to the Bank on account of fraud taking place due to Bidder, its employee or their services provider's negligence shall be recoverable from the Bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 20.5. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.

21. Force Majeure

- 21.1. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
 - 21.1.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
 - 21.1.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
 - 21.1.3. Terrorist attacks, public unrest in work area;

22. Exit Clause

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

- 22.1. Failure of the bidder to accept the contract within the time stipulated by Bank from the date of receipt of Purchase Order.
- 22.2. Delay in delivery beyond the specified period.

- 22.3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
- 22.4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
- 22.5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security given by the Bidder.

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security which will be received /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

23. Termination of Contract

- 23.1. If the Termination is on account of failure of the Vendor to perform the obligations under this RFP contract.
- 23.2. The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:
 - 23.2.1. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 23.2.2. The Vendor goes into liquidation voluntarily or otherwise, declared as insolvent
 - 23.2.3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement
 - 23.2.4. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
 - 23.2.5. Non-satisfactory performance of the selected bidder during implementation and operation.
 - 23.2.6. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
 - 23.2.7. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
 - 23.2.8. Selected bidder or its sub-contractors are found to be indulging in frauds.
 - 23.2.9. The Bank suffers a reputation loss on account of any activity of Vendor.
 - 23.2.10. In the event of sub contract or assignment contrary to the terms of agreement.

24. Arbitration

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 shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Kolkata, West Bengal State, India only.

29. Assignment/sub contract

The empanelled bidder cannot assign/sub contract without permission from bank.

30. Submission of Bids

The bidders have to submit bid (all documents) through online submission as per requirement of RFP on e-Procurement site www.tenderwizard.com/eproc. Bids must be submitted not later than the specified date and time mentioned in the Bid Document. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and vendors, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence/bid should be addressed to Bank at the following address:

The Managing Director,
The West Bengal State Co-operative Bank Limited,
24A, Waterloo Street,
Kolkata - 700069.

31. Jurisdiction

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 Kolkata, West Bengal State, India

Annexure A

Letter of Acceptance

No.

Date:

(Letter to the bank on the bidder's company letterhead)

To,

The Managing Director,
The West Bengal State Co-operative Bank Limited,
24A, Waterloo Street,
Kolkata - 700069.

Dear Sir,

Subject: Our bid for RFP for Empanelment of Vendors for Supply, Installation & Maintenance of Servers, Storages, Desktops, Laptops and Computer Peripherals/ Items.

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer to be empaneled for Supply, Installation & Maintenance of Servers, Storages, Desktops, Laptops and Computer Peripherals/ Items as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

We understand that the Bank is not bound to accept the RFP either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination of commercial bids.



- f. The names of shortlisted bidders, after the completion of technical evaluation, whichever bidder is empanelled, shall be displayed on the Notice Board at The West Bengal State Co-operative Bank Limited, 24A, Waterloo Street, Kolkata - 700069.

No. :

Date :

Name of Issuing Bank :

Dated at _____ this _____ day of _____ 2020

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date: _____ For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

Annexure B

Bidder's Information Format

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Kolkata (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No		
	c) E-mail ID.		
7	Details of project executed	Name of Customer	No. of Years in Use
	Project 1		
	Project 2		
	Project 3		

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Number of years of experience in Computer Hardware and peripherals business and Empanelment details (BFSI/PSU/ Government Department) as per eligibility criteria (as given below)

A. Category for which applying for Empanelment in our Bank out of following items:
(Please mention (Yes /No) against each item)

Sr. No.	Category / Item	Applying for empanelment for supply of following items (Please mention YES /NO for each item)
1	Servers & Storages	
2	Desktops & Laptops	
3	Computer peripherals /items (Printers, Scanners, biometric devices, LTO Tapes, Hard Disks, etc)	
4	AMC/ATS of computer hardware & Software	

B. Quantity supplied

Sr. No.	Category / Item	Number of Quantity supplied	Organization Name	Page Number of Supporting document submitted in Bid document
1	Servers & Storages	1. 2. 3.	1. 2. 3.	
2	Desktops & Laptops	1. 2. 3.	1. 2. 3.	
3	Computer peripherals /items (Printers, Scanners, biometric devices, LTO Tapes, Hard Disks, etc)	1. 2. 3.	1. 2. 3.	
4	AMC/ATS of computer hardware & Software	1. 2. 3.	1. 2. 3.	

D) Please give brief financial particulars of your firm for the last 3 years along with the volume of business handled.

(The information will be kept confidential)

Year	2017-18	2018-19	2019-20
Profit (EBITA)			
Total Turnover			
Revenue earned from Server, storage, Desktop Laptops and Computer peripherals business			

E) Is company ISO Certified? If yes, provide information along with true copy of certificate.

Dated this..... Day of 2020

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)



Annexure C

Eligibility Criteria

Sl. No.	Criteria	Documents to be submitted	Compliance Yes / No
1	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India for last 3 years from the date of RFP.	Certificate of incorporation/Registration is to be submitted	
2	The bidder must have minimum annual turnover of ` 50 lac in each year of previous consecutive three financial years (2017-18, 2018-19, and 2019-20) from Indian operations. In case the audited financials for the year 2019-20 is not available, CA Certificate should be submitted	Audited Financial statements are to be submitted.	
3	Bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in each of the last three financial years, (2017-18, 2018-19, and 2019-20. In case the audited financials for the year 2019-20 is not available, CA Certificate should be submitted.	Audited Financial statements of last three years to be submitted.	
4	The bidder for desktop & laptop empanelment should have supplied at least 100 Desktops & Laptops and at least 10 Servers/Storage during last 2 Years from the date of RFP.	The bidder has to submit Purchase order /Certificate of performance for the same.	
5	The bidder for Computer peripherals (Printers, Scanners, biometric devices, LTO Tapes, Hard Disks, etc.) should have supplied at least 50 printers / scanners / biometric devices during last 2 Years from the date of RFP.	The bidder has to submit Purchase order /Certificate of performance for the same.	
6	The bidder for servers/storage empanelment should have supplied, installed and maintained servers/storage to at least 2 BFSI/PSU/Govt. in major cities in India like Delhi, Mumbai and Bangalore during last 2 Years from the date of RFP.	The bidder has to submit Purchase order /Certificate of performance for the same.	
7	The bidder for Desktop and Laptop empanelment should have supplied installed and maintained these items to at least 2 BFSI/PSU/Govt. in India in multi locations (at least 10 urban centers) during last 2 Years, from the date of RFP.	The bidder has to submit Purchase order /Certificate of performance for the same.	



Sl. No.	Criteria	Documents to be submitted	Compliance Yes / No
8	The bidder for Computer peripherals (Printers, Scanners, biometric devices, LTO Tapes, Hard Disks, etc) empanelment should have supplied, installed and maintained these items to at least 2 BFSI/PSU/Govt. in India in multi locations (at least 10 urban / semi-urban / rural centres) during last 2 Years, from the date of RFP.	The bidder has to submit Purchase order /Certificate of performance for the same.	
9	The bidder should have own or authorized service support Centres for maintenance of computer hardware to support systems supplied by them at least 4 locations given in Annexure G. Complete details of Service Support Centres in each centre with number of technical staff (address and Contact number) should be submitted with the Technical Offer. Regional bidders should have their own or authorized partners support centre covering at least the state of their operation.	Annexure F is to be submitted	
10	Bidders, who are empanelled with The West Bengal State Co-operative Bank Ltd. and have not participated in any of the earlier limited tender process of the Bank and who have not completed any previous orders of the Bank, will not be eligible for participation in this tender.	An undertaking to this effect must be submitted in their letter head.	
11	Bidder should have not been blacklisted at any time by the Central /any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered.	An undertaking to this effect must be submitted in their letter head as per Annexure K	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:



Annexure D

Compliance to RFP terms & conditions

Sl. No.	Clause Details	Bidder's Compliance (Yes/No)
1	Introduction	
2	Objectives of the RFP	
3	Invitation of Tender Bids	
4	Eligibility Criteria of Bidder	
5	Scope of Work	
6	Empanelment Procedure	
7	Instructions for Bid Submission	
8	Rejection of Bid	
9	Modification and Withdrawals of Bid	
10	Right to Accept or Reject any Bid or All Bids	
11	RFP Response	
12	Liquidated Damage	
13	Authorised Signatory	
14	Confidentiality	
15	Indemnity	
16	Intellectual Property Rights	
17	Non-Transferable Offer	
18	Responsibility for Completeness	
19	Ownership and Retention of Documents	
20	Penalty	
21	Limitation of Liability	
22	Audit	
23	Force Majeure	
24	Exit Clause	
25	Termination of Contract	
26	Arbitration	
27	Assignment/sub contract	
28	Submission of Bids	
29	Jurisdiction	
30	Submission of Bids	

Place:

Authorized Signatory:

Name & Designation:

Annexure E

Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Signature:

Name

Date

Seal of company:

(If left blank it will be construed that there is no deviation from the specifications given above)



Annexure F

Service Support Locations

Sl No	Regional Offices / Location	Name & Address of bidders service support Centre	Distances between Bank's RO and Vendors support Centre	Whether bidder can meet 4 hours on site response requirement (24X7) for Servers and 4 hours onsite response requirement (12X6) for PCs and Printers.	Whether Service support centre is own or third party. In case of third party what type of contract.
1	Central (Kolkata Area)				
2	North 24 Paraganas (Near Barasat Court, Barasat, Kolkata - 700124)				
3	South 24 Paraganas (Near Diamond Harbour Municipality, Diamond Harbour, PIN - 743331)				
4	Coochbehar (Biswasingha Road, Coochbehar, PIN - 736101)				

Annexure G

Performance Statement (For a Period of Last 2 Years)

Name of Bid

Name of Firm

Order Placed by Full Address of Bank	Order No. and Date	Description and Quantity of ordered Equipment	Value of Order	Date of Completion		Remark reason for late delivery	(Attach proof of Sale/ Copy of PO)	Page No. of bid document
				As per contract	Actual			

Signature
Seal of Bidder

Annexure H

Details of Service Support Centre

Location		Status of Office working days & hours	No. of maintenance Engineers	Number of maintenance staff	Volume of min. stock available at all time	Activities carried out in the Service Centre
Telephone	Fax No.					

Signature
Seal of Bidder

Annexure I

Bid Query Format

Bidders have to forward their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all pre-bid queries will be entertained in Microsoft Excel format by e-mail only). Email addresses are provided in Bid details page of this RFP.

Bidder Name	Clause no	Page no.	Clause	Query	Bank Response

Place:

Date:

Name & Designation:

Business Address:

Mobile No.

Annexure J

Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2020, and shall be deemed to have become in full force and effect from (the “Effective Date”). BY and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART AND

The West Bengal State Co-operative Bank Ltd., registered on 19.02.1918 under Cooperative Societies Act No.83/CAL having its Head office at 24A, Waterloo Street, Kolkata - 700069 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S :-

- i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
- ii. The West Bengal State Co-operative Bank Ltd. has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to ” (“the Purpose”) as more particularly described in Purchase Order no , issued by The West Bengal State Co-operative Bank Ltd. in favour of M/s. -----.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.



Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavour:

- I. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;



- III. limit access to such Confidential Information to those of its (including its Affiliates“) directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party"s possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's 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 cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and

signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.



11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of ----- years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED
BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ 2019

Signed and delivered by

M/s _____

Signed by:

Name

Title

in the presence of

.....

Signed and delivered by

The West Bengal State Co-operative Bank Ltd.

Signed by:

Name

Title

in the presence of

.....

Undertaking By Bidder

To:
The Managing Director,
The West Bengal State Co-operative Bank Ltd.,
24A, Waterloo Street,
Kolkata - 700069.

Undertaking (To be submitted by all Bidders' on their letter head)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Place:

Date:

Annexure L

Know Your Employee (KYE)

(To be submitted by all bidders on their letter head)

To:
The Managing Director,
The West Bengal State Co-operative Bank Ltd.,
24A, Waterloo Street,
Kolkata - 700069.

UNDERTAKING

1. We _____ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for _____ (Name of the RFP)."

Signature of Competent Authority with company seal

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Place _____

Date _____