Bihar Gramin Bank

Request for Proposal (RFP) for Selection of Vendor for IT Infrastructure Lift, Shift, and Commissioning of erstwhile Uttar Bihar Gramin Bank and erstwhile Uttar Banga Khestriya Gramin Bank

Date: 05-03-2026

Invitation for Request for Proposal (RFP)

BGB invites proposals from reputed service providers for selection of vendor for data centre Lift and Shift Activity. This RFP may be downloaded by the bidders free of cost from the GEM Portal (www.gem.gov.in). All the documents and process related information are also published on the BGB Website (www.bgb.bank.in)

RFP Summary Sheet

Name of the company	Bihar Gramin Bank
Date of issue of the RFP	As per GEM published Bid
Last date to seek clarification	As per GEM published Bid
Last Date & Time for RFP submission	As per GEM published Bid
Date & time for opening of Technical Bids	As per GEM published Bid
Date & Time for opening of Commercial Bids	As per GEM published Bid
Primary point of contact for GEM Portal related queries	
1. Level 1: Name: Mr. Praveen Kumar -7897858888 / Mr. Om Prakash- 8102912666 Email: hoitd@bgb.bank.in 2. Level 2: Name: Mr Surendra Shah (Chief Manager)- 8102918787 Email: hoitd@bgb.bank.in	
Primary point of contact for technical queries	
1. Level 1 : Name : Mr. Prince Kumar – 8709685974 / Mr. Kanhaiya -8667021635 Email : chd@bgb.bank.in 2. Level 2 : Name : Mr. Rakesh Kumar (Chief Manager) – 8102914214 Email : chd@bgb.bank.in	

1) The Bank reserves the right to change the schedule mentioned above or elsewhere mentioned in the document, which will be communicated by placing the same as corrigendum on the GEM Portal - www.gem.gov.in (hereon referred to as "GEM Portal") and / or on BGB Bank Website (www.bgb.bank.in)

2) The copy of this document may be downloaded from the GEM Portal / Bank website free of cost.

3) Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose. Retention of this RFP signifies your agreement to treat the information as confidential.

4) The Bank reserves the right to reject any or all offers without assigning any reason.

5) All communication with regards to this request for proposal needs to be directed to Gem Portal representation section within the stipulated time.

6) Eligibility criteria, Terms and Conditions and various formats and pro forma for submitting the RFP offer are described in the RFP document.

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1 Purpose of the Project

RRBs amalgamation vide GoI-DFS dated 07-04-2025, the activity of CBS & technological amalgamation of eUBKGB with eBGVB and eUBGB with eDBGB has been completed successfully. In view to vacate data centre / data recovery centre of erstwhile sponsor Banks i.e. Central Bank of India, lift and shift of IT infrastructure need to carry out.

The source & destination location for shifting shall be as per below table:

Source Location	Destination Location
1. (eUBGB) Central Bank of India Plot No. 26, Sector 11 Opposite CBD Belapur Railway Station CBD Belapur, Navi Mumbai Pincode: 400614, Maharashtra	Punjab National Bank, Plot No 29, Sector 11, CBD Belapur Mumbai
2. (eUBGB) Central Bank of India Zonal office, DIT, Bank Street, Koti, Hyderabad, Pin Code: 500095	Punjab National Bank , I.T Division H.O 5 Sansad Marg Delhi 110001

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank to select Vendor for Data Centre Lift and Shift Activity for the Bank as per the scope of work given in this RFP.
The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

2 Scope of Work

Scope of Work: IT Infrastructure Lift, Shift, and Commissioning

1. Project Overview

The Vendor is required to execute an end-to-end relocation of Data Center (DC) infrastructure from current locations to new sites. This is a turnkey "Lift and Shift" operation where the Vendor provides all labor, packing materials, and logistics to ensure the infrastructure is safely transported and restored to "Live" status.

2. Pre-Migration Requirements

• **Site Assessment:** Upon approval, the Vendor shall visit existing sites to audit inventory, cabling, and rack layouts.
• **Plan of Action (PoA):** The Vendor must submit a comprehensive migration plan for Bank approval. This must include timelines, resource allocation, and risk mitigation strategies.
• **Port Mapping:** For specific devices, including **Report Servers**, the Vendor must document all port mappings and cable configurations *prior* to decommissioning.
• **Permissions:** The Vendor is responsible for obtaining all necessary transit and shifting permissions from local and regulatory authorities at no additional cost to the Bank.

3. Decommissioning and Specialized Packing

The Bank will not provide manpower for physical activities. The Vendor must:
• **Shut Down & Unmount:** Gracefully shut down and unmount hardware using professional-grade powered tools.
• **Inventory Management:** Label, index, and mark all devices, cables, and racks to ensure accurate reinstallation.
• **OEM-Standard Packing:** Use premium materials to prevent transit damage, including:
○ Antistatic bubble wrap and stretch film.
○ Shock-absorbing Polyurethane (PU) foam and silica gel packets.
○ Specially designed corrugated server cartons sized per "U" height.
○ Full box packing for loaded racks.

4. Secure Logistics & Insurance

• **Transportation:** Use dedicated containerized vehicles equipped with one-time tamper-proof locks for secure transit.
• **Transit Insurance:** The Vendor shall procure comprehensive transit insurance for all assets on behalf of the Bank.
○ *Note: Costs will be reimbursed by the Bank at actuals upon submission of proof before transit begins.*
• **Asset Valuation:** The Bank will provide asset values for insurance purposes (subject to minor inventory variations).

5. Installation and Commissioning ("Making Live")

The Vendor is responsible for bringing the infrastructure to an operational state at the destination:
• **Physical Setup:** Unpacking, movement within the new DC, mounting, and re-mounting of devices/racks.
• **Connectivity:** Re-cabling all devices according to the pre-migration port mapping.
• **Report Servers:** Specifically ensure these are mounted, connected, and factored with all associated components to be fully accessible from the new location.
• **Verification:** Infrastructure is considered "Live" once the hardware is powered on, reachable over the network, and applications are accessible.

6. Roles and Responsibilities

Activity	Responsibility
Physical Labor & Tools	Vendor
Packing Materials (OEM Grade)	Vendor
Logistics, insurance & Security during transition	Vendor
WAN Links & Network Readiness	Bank
DC Monitoring, Seats & Access	Bank

3 Other conditions

1. Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
2. Bank reserves the right to change the Successful bidder with one-month notice to the concerned person of the Company.
3. A detailed agreement will be done with the successful bidder specifying roles and responsibilities.
4. The offered solution shall be subject to Bank's audit through off-site and on-site scrutiny at any time during the contract period.
5. Subcontracting: The Bidder shall not assign or transfer this contract or part thereof to any other party without written consent of the Bank and in case, it is allowed by the Bank, for the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.
6. Indemnity Clause: The Bidder shall indemnify, protect, save the Bank against all claims, losses, costs, damages, expenses, action units and other proceedings, resulting from any actions of the employees or sub-contractors, agents of the vendor.

4 General Terms and Conditions

4.1 Confidentiality

Bidder must keep confidential any information received from or about BGB as a result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing prior to submissions, Responses are not confidential and may be used by Bank in whole or part. Bank however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.

4.2 Bank's Right

It should be understood that bidder's response to this tender constitutes an offer to do business on the terms stated in their response and that, should a contract be awarded to the bidder, the Bank may, at its option, incorporate all or any part of their response to this tender in the contract. Bank reserves the right to accept bidder's offer without further discussions and without any additional opportunity for them to amend, supplement or revise their submitted offer.

1. A copy of the Master Service Agreement, Integrity Pact as well as Non-Disclosure Agreement (NDA) are part of this tender. The Bank will not have any discussion/ negotiation on any of the clauses mentioned in the tender. Any bidder who intends to participate in the tender must undergo through the tender inclusive of the documents and must agree to all the terms and conditions.

4.3 Indemnity

1. The bidder (the "Indemnifying Party") undertakes to indemnify bank (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the

Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.
Further, Indemnifying Party will indemnify the Indemnified Party, if the loss to the indemnified party is caused by:

i. an act or omission of the bidder, director/ authorized signatory, its agents, employees, or partners of the firm, proprietor etc. in the performance of the services provided by the bidder,
ii. breach of any of the terms of this Request for Proposal or breach of any representation or warranty by the bidder,
iii. Use of the deliverables and or services provided by the bidder,
iv. infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of the work herein Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the bidder's employees, agents or representatives.
v. 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 rights, and third-party claims on the Bank deliverables at all points of time,

2. The indemnities set out in point 1 shall be subject to the following conditions:

i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
iii. if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Clause, the Indemnified Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be recoverable from the Indemnifying Party;
iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party, provided that such consent shall not be unreasonably withheld;
v. all settlements of claims subject to indemnification under this Clause will
a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

4.4 Blacklisting

If the bidder fails to perform the obligations as per this tender and the agreed terms of this tender, or withdraws his bid or his performance is found to be unsatisfactory by the Bank, the Bank may at its sole discretion blacklist the bidder from participating in any offer by the Bank calling Bids, for a period of 2 years.

4.5 Intellectual Property Rights

The name, logo, design and other proprietary rights of the Bihar Gramin Bank(BGB) is solely the property of BGB and in no case the Bidder shall use the same, except for the purposes mentioned under this tender and exclusively for BGB only.

4.6 Resolution of disputes and arbitration

The bank and the bidders shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the contract, by direct and informal negotiation between the designated officer of the bank and designated representative of the bidder. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
If designated officer of the bank and representative of bidders are unable to resolve the dispute within a reasonable period as deemed fit by the Bank, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and bidders respectively.
If the parties fail to resolve the dispute within 21 (Twenty-One) days after the commencement of such negotiations, the Bank can:
a. Refer the dispute for arbitration, whereby one Arbitrator each shall be appointed by each party and the third Arbitrator (Umpire) shall be appointed by mutual consent of both arbitrators. This third Arbitrator shall preside over the Arbitration proceedings.
b. Within thirty (30) days of the receipt of the said notice, the arbitrators shall be appointed in writing.
c. The Arbitrators shall have its seat in Patna only. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Patna Courts only.
d. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the arbitrator.
e. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
The RFP and selection process shall be governed by and construed in accordance with the laws of India and will be subject to the exclusive jurisdiction of Courts at Patna (with the exclusion of all other Courts).

4.7 Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Service Provider to BGB, whether under the contract, in tort or otherwise, shall be limited to the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Bank or due to breach of Intellectual Property Rights or due to breach of confidentiality obligations .

4.8 Cancellation of Order/contract & Realization of Penalty/ Compensation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

i. Delay in performance of obligation within stipulated time.
ii. Serious discrepancy in the quality of service / facility / security.

BGB reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.

4.9 Price Fall Clause

The Bidder undertakes that it has not supplied/is not supplying same or similar services/ items/ systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/ Department of the Government of India or any PSU or any Public Sector Bank during the currency of the contract and if it is found at any stage that same or similar services/ items/ products/ Systems or Subsystems were supplied by the Bidder to any other Ministry /Department of the Government of India or any PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

4.10 Change in management

Change in management and the key persons monitoring the outsourcing arrangements are to be timely informed to Bank by Service Provider to ensure continuity of operations. Further, the deployed management/ resources should be in line with the expertise requirements to carry out the activities and as per Bid terms & conditions.

4.11 Liquidated damages

If the vendor fails to comply with the terms of this agreement, the Bank shall, without prejudice to its other remedies available to it, deduct from the Performance Bank Guarantee or any payments due to the vendor, as agreed estimated liquidated damages, a sum up to a maximum deduction of 10% (ten percent) of the contract value. In the event of deduction of 10% of the contract value under this agreement and in event of further compliance failure on part of the vendor, the BGB reserves the right to terminate the contract.
The payment or deduction of such Liquidated Damages shall not relieve the vendor from his obligations to complete its obligations under this Agreement.
The parties agree that the Liquidated Damages set out hereunder are genuine pre- estimate of costs and losses likely to be incurred by the Employer due to a failure to comply with the terms of this agreement.

5 Duration of Contract

The contract will be valid till the work is completed as per the scope of work mentioned in the RFP for all the locations. Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

6 Execution of Purchase Order

Bank will place one order for all the source locations. Successful Bidder has to immediately start the project within 2 weeks of getting the Purchase Order as per the written directions from bank.

7 Data Centre Lift and Shift Activity Time

The Delivery of the equipment's is to be completed from source to destination location within 21 days of receiving PO / Bank Intimation for DC relocation to final bidder.
Installation at destination location shall be completed within 21 days from the date of delivery at destination location or 60 days from the date of receipt of Purchase Order Date (whichever is earlier) as per scope of the RFP. Bidder should consider the movement approach with minimum downtime.

8 Acceptance Test

All the delivered hardware/software/solution items wherever applicable may be subjected to an acceptance. Successful bidder has to arrange one Engineer at the both site (PNB DC & PNB DR respectively) at the date and time mentioned by the Bank to assist in the verification & acceptance.

9 Payment

The payment shall be released as per the below mentioned timeline for Data Centre / Data Recovery Center locations specified in page no 5 , point no .1 of this RFP.

Project milestones	Payment %
On Delivery at Destination Location	40%
On complete installation, Power on and operations of all services at Destination location	50%
Post 3 month of migration completion and setup is operational for target data centres	10%

The successful bidder needs to submit the milestone sign-off with the respective invoices, without milestone sign-off no invoice will be accepted. Further, the above payments will be released only after submission of PBG and signing of SLA, IP and NDA by Successful Bidder.

Note:
1. Payment will be made by in ratio 90:10 i.e 90% by Bihar Gramin Bank & 10% by West Bengal Gramin Bank .
2. Invoices will be raised separately to both the RRBs in the ratio mentioned above.
3. Office Address of Bihar Gramin Bank – Head Office,Shri Vishnu Commercial Comples ,NH-30,New Bypass Road,Near BP Highway Services Petrol Pump,Asochak Patna -800030,Bihar ,India
GST No. – 10AAOAB5543L1ZP
4. Office Address of West Bengal Gramin Bank - Floor No. 1, BMC House, Road/Street : NH34 Near Sanjoy Hotel, Chuapur Behrampore Dist : Murshidabad West Bengal,India PIN : 742101
GST No - 19AAAJW0227H1Z3

10 Penalty

The entire Data Centre / Data Recovery Centre Lift and Shift Activity should be completed within 6 weeks from the date of Purchase Order as per **Annexure-10.** In case of delay, penalty at the following rates will be applied:

10.1 Delay in Delivery at Destination Location

1. 1 week over and above 3 weeks: 2% of the purchase order value
2. 2 weeks over and above 3 weeks: 4 % of the purchase order value
3. 3 weeks over and above 3 weeks: 6 % of the purchase order value So on and so forth.

10.2 Delay in installation, Power on and operational at Destination location

1. 1 week over and above 3 weeks: 2% of the purchase order value
2. 2 weeks over and above 3 weeks: 4 % of the purchase order value
3. 3 weeks over and above 3 weeks: 6 % of the purchase order value So on and so forth.

The penalty for the above is capped at 10 % of the purchase order value mentioned in Annexure – 10 Inventory Lift and Shift and 10% penalty capping will be separately for 10.1 and 10.2.

In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.

11 Evaluation And Award Criteria

After opening of the technical bids, all the documents and annexure (except commercial documents / offer) will be evaluated first by the Bank.

11.1 First Stage: (Technical Evaluation)

1. Bid document must be submitted online / in a single file through GeM Portal only. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM /CA /third party. All documents, addressed to the Bank, should be submitted in Original as and when required by the bank during the RFP process. (No Photocopies will be acceptable).
2. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/ authenticity of any third-party document may make the bid liable for rejection.
3. After those technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.

4. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
5. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
6. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
7. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification/Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

11.2 Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document. After opening of commercial bids, commercial evaluation & verification of the bids will be done by the Bank.

1. The bidders will be required to quote for all the items required by the Bank.
2. The L-1 price and L-1 successful bidder for the contract will be decided on the basis of least grand total cost derived after conducting reverse auction through GeM portal.

11.3 Reverse Auction

The bank will conduct the reverse auction as per the terms and conditions of the GEM portal.

12. Annexure – 1 Conformity Letter

(To be submitted on company letterhead)
To,
The Chief Manager,
Bihar Gramin Bank ,
Shri Vishnu Commercial Complex
NH-30, New Bypass,
Near BP Highway Services Petrol Pump,
Asochak, Patna-800016

Sir,
Sub: - Response to the Bihar Gramin Bank for _____ _____ _____

Further to our proposal dated **DD.MM.YYYY,** in response to the RFP document (hereafter referred to as "RFP DOCUMENT") issued by Bihar Gramin Bank("Bank") we hereby warrant and confirm that:
We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the addendum issued (if any) including the changes made to the original documents issued by the bank, provided however that only the list of deviations furnished by us in Comments on Terms and Conditions, Services and Facilities of the main RFP document which are expressly accepted by the bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.
The bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully
Authorised Signatory
Designation
Bidder's corporate name

13. Annexure – 2 Eligibility Criteria Compliance

S.No.	Eligibility Criteria	Documents required
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended, for the last 3 years as on RFP issuance date.	a. Certificate of Incorporation/ Registered b. Partnership Deed c. PAN, TAN, GSTIN Certificate and any other tax related document if applicable Copies of Memorandum of Association and Articles of Association
2	The Bidder should have an average annual turnover of INR 15 Lacs (Rupees Thirty Crores) for the past three financial years i.e FY2022-23, FY2023-24, FY2024-25 from IT Infrastructure Services / Data Centre Services / Data Centre Operations Services.	a. Submit CA Certificate mentioning the average annual turnover of INR 30 Crore for the past three financial years i.e FY 2022-23, FY2023-24, FY2024-25 from IT Infrastructure Services / Data Centre Services/Data Centre Operations Services. b. Audited Balance sheet statements (Balance sheet and Profit & Loss statement) for the last three
3	The bidder should have positive net worth during the last three financial years i.e. FY2022-23, FY2023-24, FY2024-25	Provide CA Certificate mentioning the net worth for the past three financial years i.e. FY2022-23, FY2023-24, FY2024-25
4	The Bidder should not have been blacklisted / debarred at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI in India.	Undertaking to be provided as per Annexure – 7 Self-Declaration
5	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Scope of work are covered in totality in the proposal submitted by the bidder	Letter of confirmation from Bidder as per Annexure – 1 Conformity Letter
6	The bidder should have a minimum of ONE project experience in large DC servers, storage, network equipment shifting, Lift and Shift Activity and Implementation for Private/ Public sector banks/ Public sector Units /	a. Satisfactory Performance Certificate from the Clients as per format shared in RFP **OR**

S.No.	Eligibility Criteria	Documents required
	Government Organizations. The said experience should be in the last 3 years. .	b. Purchase Order along with Email from the client containing all the required information. *Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.* **OR** c. Copy Of Work Order along with Installation Certificate signed & stamped by the Client **OR** d. Copy of Work Order along with any other proof of execution.
7	The bidder should not be involved in any litigation which threatens solvency of company	Undertaking to be provided as per Annexure – 7 Self-Declaration

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived

14. Annexure – 3 Bidder Details

(To be submitted in this format only)
To,
The Chief Manager,
Bihar Gramin Bank,
Shri Vishnu Commercial Complex
NH-30, New Bypass,
Near BP Highway Services Petrol Pump,
Asochak, Patna-800016

S. No.	Required Details	Response
	General Details	
1.	Name of Company / Bidder / Organisation	
2.	Postal Address	
3.	Telephone, Fax Number, Email Address	
4.	Nature of activity	
5.	Details of ownership	
6.	Holding company or parent company	
7.	Number of years in the business	
8.	Website address (if applicable)	
9.	GST Registration No. (if available)	
10.	Income Tax PAN	

11.	Number of Branch Offices	

S. No.	Required Details	Response
12.	Name, address and telephone number, Email id of the **primary contact** at your organization for this proposal	
Financial Information		
1.	Annual Turnover (2022-23) in INR Crore	
2.	Annual Turnover (2023-24) in INR Crore	
3.	Annual Turnover (2024-25) in INR Crore	
Bank Details for Payment		
1.	Bank Name	
2.	Branch Address along with IFSC code	
3.	Account Number	
MAKE IN INIDA		
1	Please confirm if you qualify for Public Procurement (Preference to Make in India), Order 2017 (YES / NO)	
2	If Yes, then submit the required documents as per the guidelines.	
MSE DETAILS (if applicable)		

1	Please confirm if you qualify for an MSE category	
2	Classification as per MSE guidelines	
3	If Yes, then submit the required documents as per the guidelines.	
START UP INDIA (if applicable)		
1	Please confirm if you qualify for an START UP INDIA category	
2	Details of START UP certificate	
3	If Yes, then submit the required documents as per the guidelines.	

Declaration:

I hereby declare that I / We have verified the details indicated above and also confirm that all the Information submitted is true to the best of my knowledge.

Authorised Signatory

Designation along with Bidder's name with seal

14. Annexure – 4 Bidder Response Cover Letter

(To be submitted on company letterhead)
Date:
To,
The Chief Manager,
Bihar Gramin Bank,
Shri Vishnu Commercial Complex
NH-30, New Bypass,
Near BP Highway Services Petrol Pump,
Asochak, Patna-800016

Dear Sir,

1. Having examined the requirement and Scope Documents including all Annexures / Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide our services for the policies mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope document.
3. We agree to abide by this Scope Offer for **75 days** from last date of submission of bid (Due Date) and our Offer shall remain binding on us and may be accepted by the bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the work is allocated to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely 'Prevention of Corruption Act, 1988', and other relevant statutes in this regard.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this bid in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Date:
Authorized Signatory
(Name: Contact Person, Phone No., Fax, E-mail)

15. Annexure – 5 Past Experience

Sr. No	Name of organization /	Brief details of scope of work	Qty supplied	Name of person in-charge from client side with contact no. and email id	Period	
					From	To

(Signature, name and designation of the authorised signatory)

Note: Appointment letter/Client letter/Contract with Client / Completion certificate in support of the information above should be submitted.

16 . Annexure- 6 Comments on Terms and Conditions, Services and Facilities

Sr. No.	Page #	Point / Section #	Clarification points as stated in the tender document	Comment/ Suggestion
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:
Authorised Signatory & Stamp
(Name: Contact Person, Phone No., Fax, E-mail)

7. Annexure 17 Self-Declaration

(To be submitted on Bidder's letterhead)

To, Date:

The Chief Manager,
Bihar Gramin Bank,
Shri Vishnu Commercial Complex
NH-30, New Bypass,
Near BP Highway Services Petrol Pump,
Asochak, Patna-800016

Dear Sir,

I on behalf of _____ (bidder's name) declare the following:

1. There is no case with the Police / Court / IRDA / SEBI / Regulatory authorities against the proprietor / firm / partner/company/Directors /employee which shall adversely affect our performance under this contract.
2. Our company is not involved in any litigation which threatens the solvency of the company.
3. We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDA / SEBI / Autonomous Body / Court etc. as on the date of RFP submission.
4. We certify that neither our firm nor any of the partners/ directors is involved in any scam or disciplinary proceedings settled or pending adjudication.
5. We hereby undertake and confirm that we have understood the scope of work properly and shall comply with the terms of engagement.

Date:
Authorized Signatory
(Name: Contact Person, Phone No., Fax, E-mail)

8. Annexure – 18 Power of Attorney for signing of application

(To be submitted on a INR 1000 Stamp Paper only)
Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us (the "Bidder") and holding the position of …….. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said engagement and/ or upon award thereof to us and/or till the entering into of the agreement with the Authority.
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……. 2…..

For	
Authorized Signature:	
Authorized Signatory Name:	
Title of Signatory:	
Address:	

Witnesses:
1.
2.

Accepted

Attorney's Signature:	
Attorney's Name:	
Attorney's Title:	
Address:	

Notes:
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure
Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant
For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.
However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

9. Annexure – 19 Commercial Bid Format

SNO	Item Description	Cost of Shifting and Complete Installation	GST %	GST amount	Total Cost
		A	B	C	D = A + C
1	Inventory lift and shift from eUBGB DC, Mumbai to PNB DR Mumbai as per **Annexure 10 Inventory Lift and Shift**				
2	Inventory lift and shift from eUBGB DR Hyderabad to PNB DC Delhi, **as per Annexure – 10 Inventory Lift and Shift**				
	Total (1+2)				

- The prices are exclusive of GST. GST to be mentioned separately.

- Individual price quoted for item no 1 and 2should not be zero and should be justifiable in terms of hardware inventory that needs to be migrated. Bank may ask for disqualify the bidder in case bank observes abnormal price quoted for item no 1 and 2 with respect to each other.

20 Annexure – 10 Inventory Lift and Shift

Count of Disposal_Remark_04-02-2025 (MOM)		
Row Labels	**Need_To_Shift_PNB_DC (Delhi)**	**Need_To_Shift_PNB_DR(Mumbai)**
Hyderabad	**79**	
Firewall	13	
HMC SERVER	2	
Internet_Firewall	4	
LOAD BALANCER	4	
Network Device	2	
Proxy Server	2	
ROUTER	2	
SAN-SWITCH	4	
SERVER	31	
STORAGE	5	
TAPE DRIVE	1	
TAPE LIBRARY	1	
TOR-SWITCH	8	
Mumbai		**88**
Firewall		16
HMC SERVER		2
LOAD BALANCER		4
Network Device		2
Proxy Server		2
ROUTER		2
SAN-SWITCH		4
SERVER		41
STORAGE		6
TAPE DRIVE		1
TAPE LIBRARY		1
TOR-SWITCH		7
Grand Total	**79**	**88**

Bidders have to sign Annexure – 13 Integrity Pact and Annexure – 15 Non-Disclosure Agreement and in order to have the hardware Inventory details before bid submission date.

Note:: The quantity of Hardware mentioned in the RFP may increase or decrease by upto 25% of the quoted quantity .The rates quoted will be applicable for varied quantities within the stipulated limit .

Source_Location	ASSET_TYPE	MAKE	MODEL	Date of Installation	PO_Value	Vendor
Hyderabad	Router	Fortigate	C8500-12X	30-05-2024	4348383.508	Airtel - SDWAN
Hyderabad	Router	Fortigate	C8500-12X	30-05-2024	4348383.508	Airtel - SDWAN
Hyderabad	Internet_Firewall	Dell	Dell powerEdge R650xs	30-05-2024	PO Value Included in Internet Firewall	Airtel - SDWAN
Hyderabad	Internet_Firewall	Dell	Dell powerEdge R650xs	30-05-2024	PO Value Included in Internet Firewall	Airtel - SDWAN
Hyderabad	Internet_Firewall	Fortigate	CPAP-SG6900-SNBT	30-05-2024	6475726.987	Airtel - SDWAN
Hyderabad	Internet_Firewall	Fortigate	CPAP-SG6900-SNBT	30-05-2024	6475726.987	Airtel - SDWAN
Hyderabad	Firewall	Fortigate	FG-400F	30-05-2024	278246.8274	Airtel - SDWAN
Hyderabad	Firewall	Fortigate	FG-400F	30-05-2024	278246.8274	Airtel - SDWAN
Hyderabad	Network Device	Fortigate	FAZ-3000G	30-05-2024	1427411.079	Airtel - SDWAN
Hyderabad	Network Device	Fortigate	FMG-3000G	30-05-2024	3939602.021	Airtel - SDWAN
Mumbai	Firewall	Fortigate	FG-401F	29-05-2024	549399.5677	Airtel - SDWAN
Mumbai	Firewall	Fortigate	FG-401F	29-05-2024	549399.5677	Airtel - SDWAN
Mumbai	Router	Fortigate	C8500-12X	29-05-2024	4348383.508	Airtel - SDWAN
Mumbai	Router	Fortigate	C8500-12X	29-05-2024	4348383.508	Airtel - SDWAN
Mumbai	Firewall	Fortigate	FG-400F	29-05-2024	278246.8274	Airtel - SDWAN
Mumbai	Firewall	Fortigate	FG-400F	29-05-2024	278246.8274	Airtel - SDWAN
Mumbai	Network Device	Fortigate	FAZ-3000G	29-05-2024	1427411.079	Airtel - SDWAN
Mumbai	Network Device	Fortigate	FMG-3000G	29-05-2024	3939602.021	Airtel - SDWAN
Hyderabad	SAN-SWITCH	DELL	DS-6620B	11-07-2022	942000	CCS - BAS
Hyderabad	SAN-SWITCH	DELL	DS-6620B	11-07-2022	942000	CCS - BAS

Hyderabad	SERVER	DELL	Dell hypervisor DELL R740	11-07-2022	664500	CCS - BAS
Hyderabad	SERVER	DELL	Dell hypervisor DELL R740	11-07-2022	664500	CCS - BAS
Hyderabad	SERVER	DELL	Dell license Server DELL R740	11-07-2022	342000	CCS - BAS
Hyderabad	SERVER	DELL	Dell license Server DELL R740	11-07-2022	342000	CCS - BAS
Hyderabad	SERVER	DELL	Dell Virtualization Manager	11-07-2022	378000	CCS - BAS
Hyderabad	SERVER	DELL	Dell license Server DELL R740	11-07-2022	342000	CCS - BAS
Hyderabad	SERVER	DELL	Dell back up Server R340	11-07-2022	490000	CCS - BAS
Hyderabad	TAPE DRIVE	DELL	Hardware-Tape Drive Power Vault LTO-7	11-07-2022	455000	CCS - BAS
Hyderabad	STORAGE	DELL	Dell EMC ME4024	11-07-2022	1484000	CCS - BAS
Mumbai	SAN-SWITCH	DELL	DS-6620B	30-05-2022	942000	CCS - BAS
Mumbai	SAN-SWITCH	DELL	DS-6620B	30-05-2022	942000	CCS - BAS
Mumbai	SERVER	DELL	Dell license Server DELL R740	30-05-2022	342000	CCS - BAS
Mumbai	SERVER	DELL	Dell hypervisor DELL R740	30-05-2022	664500	CCS - BAS
Mumbai	SERVER	DELL	Dell hypervisor DELL R740	30-05-2022	664500	CCS - BAS

Mumbai	SERVER	DELL	Dell Virtualization Manager	30-05-2022	378000	CCS - BAS
Mumbai	SERVER	DELL	Dell license Server DELL R740	30-05-2022	342000	CCS - BAS
Mumbai	SERVER	DELL	Dell UAT server DELL R740	30-05-2022	404000	CCS - BAS
Mumbai	SERVER	DELL	Dell license Server DELL R740	30-05-2022	342000	CCS - BAS
Mumbai	SERVER	DELL	Dell back up Server R340	30-05-2022	490000	CCS - BAS
Mumbai	STORAGE	DELL	Dell EMC ME4024	30-05-2022	1484000	CCS - BAS
Mumbai	TAPE DRIVE	DELL	Hardware-Tape Drive Power Vault LTO-7	30-05-2022	455000	CCS - BAS
Hyderabad	FIREWALL	Fortigate	FortiGate 200F FortiSandbox 500F	10-03-2023	7666360	CMS IT - Cyber Security
Hyderabad	FIREWALL	Fortigate	FortiGate 200F FortiSandbox 500F	10-03-2023	7666360	CMS IT - Cyber Security
Hyderabad	FIREWALL	CISCO	CSO-FPR4125-FTD-HA-BUN	07-05-2023	8308978	CMS IT - Cyber Security
Hyderabad	FIREWALL	CISCO	CSO-FPR4125-FTD-HA-BUN	07-05-2023	8308978	CMS IT - Cyber Security
Hyderabad	FIREWALL	Array	ARY-AW100222I	27-05-2023	6227237	CMS IT - Cyber Security
Hyderabad	FIREWALL	Array	ARY-AW100222I	27-05-2023	5544812	CMS IT - Cyber Security

Hyderabad	FIREWALL	Array	ARY-AW100222I	27-05-2023	6227237	CMS IT - Cyber Security
Hyderabad	FIREWALL	Array	ARY-AW100222I	27-05-2023	5544812	CMS IT - Cyber Security
Hyderabad	FIREWALL	CISCO	CSO-SNS-3615-K9-A	07-05-2023	750890	CMS IT - Cyber Security
Hyderabad	FIREWALL	CISCO	CSO-SNS-3615-K9-A	07-05-2023	750890	CMS IT - Cyber Security
Hyderabad	FIREWALL	CISCO	FMC1600-K9	07-05-2023	0	CMS IT - Cyber Security
Hyderabad	Proxy Server	Trilix - Web Sec Gt	WBG-5000-E2I	07-05-2023	8591787	CMS IT - Cyber Security
Hyderabad	Proxy Server	Trilix - Web Sec Gt	WBG-5000-E2I	07-05-2023	8591787	CMS IT - Cyber Security
Mumbai	FIREWALL	Array	ARY-AW100222I	27-05-2023	6227237	CMS IT - Cyber Security
Mumbai	FIREWALL	Array	ARY-AW100222I	27-05-2023	6227237	CMS IT - Cyber Security
Mumbai	FIREWALL	Array	ARY-AW100222I	27-05-2023	5544812	CMS IT - Cyber Security
Mumbai	FIREWALL	Array	ARY-AW100222I	27-05-2023	5544812	CMS IT - Cyber Security
Mumbai	FIREWALL	Fortigate	FortiGate 200F FortiSandbox 500F	10-02-2023	7666360	CMS IT - Cyber Security
Mumbai	FIREWALL	Fortigate	FortiGate 200F Fortisandbox 500F	10-02-2023	7666360	CMS IT - Cyber Security
Mumbai	FIREWALL	CISCO	CSO-FPR4125-FTD-HA-BUN	27-05-2023	8308978	CMS IT - Cyber Security
Mumbai	FIREWALL	CISCO	CSO-FPR4125-FTD-HA-BUN	27-05-2023	8308978	CMS IT - Cyber Security
Mumbai	FIREWALL	Fortigate	FRT-FSA-500F	25-03-2023	0	CMS IT - Cyber Security

Mumbai	FIREWALL	CISCO	CSO-SNS-3615-K9-A (AAA)	27-05-2023	750890	CMS IT - Cyber Security
Mumbai	FIREWALL	CISCO	CSO-SNS-3615-K9-A (AAA)	27-05-2023	750890	CMS IT - Cyber Security
Mumbai	FIREWALL	CISCO	FMC1600-K9	27-05-2023	0	CMS IT - Cyber Security
Mumbai	Proxy Server	Trilix - Web Sec Gt	TRX-WBG-5000-E2I	08-02-2023	8591787	CMS IT - Cyber Security
Mumbai	Proxy Server	Trilix - Web Sec Gt	TRX-WBG-5000-E2I	08-02-2023	8591787	CMS IT - Cyber Security
Hyderabad	HMC SERVER	IBM	IBM HMC - 7063-CR1	18-05-2022	720215.1922	Coforge - RISC
Hyderabad	HMC SERVER	IBM	IBM HMC - 7063-CR1	18-05-2022	720215.1922	Coforge - RISC
Hyderabad	LOAD BALANCER	Array 7800	Load Balancer	18-05-2022	13393507.43	Coforge - RISC
Hyderabad	LOAD BALANCER	Array 7800	Load Balancer	18-05-2022	13393507.43	Coforge - RISC
Hyderabad	SERVER	IBM	E950 (9040-MR9)	18-05-2022	9045417.275	Coforge - RISC
Hyderabad	SERVER	IBM	E950 (9040-MR9)	18-05-2022	9996585.422	Coforge - RISC
Hyderabad	SERVER	IBM	E950 (9040-MR9)	18-05-2022	9996585.422	Coforge - RISC
Hyderabad	SERVER	IBM	E950 (9040-MR9)	18-05-2022	10639634.7	Coforge - RISC
Hyderabad	SERVER	IBM	E950 (9040-MR9)	18-05-2022	10639634.7	Coforge - RISC
Hyderabad	SERVER	IBM	E950 (9040-MR9)	18-05-2022	9610755.855	Coforge - RISC
Hyderabad	SERVER	IBM	E950 (9040-MR9)	18-05-2022	9610755.855	Coforge - RISC
Hyderabad	SERVER	Dell	Gen11 (Gold Processor-6240)	18-05-2022	850635.1595	Coforge - RISC

			Management Server			
Hyderabad	TAPE LIBRARY	IBM	Tape Library	18-05-2022	2057757.692	Coforge - RISC
Mumbai	HMC SERVER	IBM	IBM HMC - 7063-CR1	18-05-2022	720215.1922	Coforge - RISC
Mumbai	HMC SERVER	IBM	IBM HMC - 7063-CR1	18-05-2022	720215.1922	Coforge - RISC
Mumbai	LOAD BALANCER	Array 7800	Array 7800	18-05-2022	13497412.76	Coforge - RISC
Mumbai	LOAD BALANCER	Array 7800	Array 7800	18-05-2022	13497412.76	Coforge - RISC
Mumbai	SERVER	IBM	E950 (9040-MR9)	18-05-2022	12293511.16	Coforge - RISC
Mumbai	SERVER	IBM	E950 (9040-MR9)	18-05-2022	10741433.01	Coforge - RISC
Mumbai	SERVER	IBM	E950 (9040-MR9)	18-05-2022	10741433.01	Coforge - RISC
Mumbai	SERVER	IBM	E950 (9040-MR9)	18-05-2022	12293511.16	Coforge - RISC
Mumbai	SERVER	IBM	E950 (9040-MR9)	18-05-2022	11024102.3	Coforge - RISC
Mumbai	SERVER	IBM	E950 (9040-MR9)	18-05-2022	11024102.3	Coforge - RISC
Mumbai	SERVER	IBM	E950 (9040-MR9)	18-05-2022	10741433.01	Coforge - RISC
Mumbai	SERVER	IBM	E950 (9040-MR9)	18-05-2022	10741433.01	Coforge - RISC
Mumbai	SERVER	Dell	Gen11 (Gold Processor-6240) Management Server	18-05-2022	850635.1595	Coforge - RISC
Mumbai	TAPE LIBRARY	IBM	Tape Library	18-05-2022	2057757.692	Coforge - RISC
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86

Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1457000	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Hyderabad	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1457000	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86

Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1142480	Coforge - x86
Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1457000	Coforge - x86

Mumbai	SERVER	Dell PowerEdge R750	x86 Intel Server	04-01-2023	1457000	Coforge - x86
Hyderabad	SAN-SWITCH	IBM	IBM Storage Networking SAN96C-6	18-05-2022	746988.7822	Sonata - Storage
Hyderabad	SAN-SWITCH	IBM	IBM Storage Networking SAN96C-6	18-05-2022	746988.7822	Sonata - Storage
Hyderabad	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93108TC-FX3P	14-02-2023	1395625.57	Sonata - Storage
Hyderabad	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93108TC-FX3P	14-02-2023	1395625.57	Sonata - Storage
Hyderabad	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93108TC-FX3P	14-02-2023	1395625.57	Sonata - Storage
Hyderabad	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93108TC-FX3P	14-02-2023	1395625.57	Sonata - Storage
Hyderabad	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93180YC-FX3	14-02-2023	2193988.257	Sonata - Storage
Hyderabad	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93180YC-FX3	14-02-2023	2193988.257	Sonata - Storage
Hyderabad	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93180YC-FX3	14-02-2023	2193988.257	Sonata - Storage
Hyderabad	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93180YC-FX3	14-02-2023	2193988.257	Sonata - Storage

Mumbai	SAN-SWITCH	IBM	IBM Storage Networking SAN96C-6	18-05-2022	746988.7822	Sonata - Storage
Mumbai	SAN-SWITCH	IBM	IBM Storage Networking SAN96C-6	18-05-2022	746988.7822	Sonata - Storage
Mumbai	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93108TC-FX3P	14-02-2023	1395625.57	Sonata - Storage
Mumbai	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93108TC-FX3P	14-02-2023	1395625.57	Sonata - Storage
Mumbai	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93108TC-FX3P	14-02-2023	1395625.57	Sonata - Storage
Mumbai	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93180YC-FX3	14-02-2023	2193988.257	Sonata - Storage
Mumbai	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93180YC-FX3	14-02-2023	2193988.257	Sonata - Storage
Mumbai	STORAGE	IBM	IBM FlashSystem	18-05-2024	5103000	Sonata - Storage (250)
Mumbai	STORAGE	IBM	IBM FlashSystem	18-05-2024	5103000	Sonata - Storage (250)
Mumbai	STORAGE	IBM	IBM FlashSystem 9200	18-05-2022	9550519.59	Sonata - Storage-182TB
Mumbai	STORAGE	IBM	IBM FlashSystem 9200	18-05-2022	9550519.59	Sonata - Storage-182TB
Hyderabad	STORAGE	IBM	IBM FlashSystem 9200	18-05-2022	6843218.04	Sonata - Storage-254TB

Hyderabad	STORAGE	IBM	IBM FlashSystem 9200	18-05-2022	6843218.04	Sonata - Storage-254TB
Hyderabad	STORAGE	IBM	IBM FLASH SYTEM	18-05-2024	6804000	Sonta-Storage
Hyderabad	STORAGE	IBM	IBM FlashSystem 9200	10-02-2023	4136000	Sonta-Storage
Mumbai	STORAGE	IBM	IBM FlashSystem 9100SFF	10-02-2023	4136000	Sonta-Storage
Hyderabad	SERVER	Dell	PowerEdge R750	22-12-2022	3557805	Virmati
Hyderabad	SERVER	Dell	PowerEdge R750	22-12-2022	4979362	Virmati
Hyderabad	SERVER	Dell	PowerEdge R750	22-12-2022	3557805	Virmati
Hyderabad	LOAD BALANCER	Array	Array AVX 9800	14-02-2023	12444372	Virmati
Hyderabad	LOAD BALANCER	Array	Array AVX 9800	14-02-2023	12444372	Virmati
Mumbai	LOAD BALANCER	Array	Array AVX 9800	14-02-2023	12444372	Virmati
Mumbai	LOAD BALANCER	Array	Array AVX 9800	14-02-2023	12444372	Virmati
Mumbai	SERVER	Dell	PowerEdge R750	22-12-2022	3557805	Virmati
Mumbai	SERVER	Dell	PowerEdge R750	22-12-2022	3557805	Virmati
Mumbai	SERVER	Dell	PowerEdge R750	22-12-2022	1663905	Virmati
Mumbai	SERVER	Dell	PowerEdge R750	22-12-2022	4979362	Virmati
Mumbai	SERVER	IBM	E850(8408-E8E)	10-12-2016	Not Available	Wipro
Mumbai	SERVER	IBM	E850(8408-E8E)	10-12-2016	Not Available	Wipro

Mumbai	SERVER	IBM	E850(8408-E8E)	10-12-2016	Not Available	Wipro
Mumbai	SERVER	IBM	E850(8408-E8E)	10-12-2016	Not Available	Wipro
Mumbai	SERVER	IBM	E850(8408-E8E)	10-12-2016	Not Available	Wipro
Mumbai	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93180YC-FX3	14-02-2023	2193988.257	Sonata - Storage
Mumbai	TOR-SWITCH	Cisco	Cisco Nexus N9K-C93180YC-FX3	14-02-2023	2193988.257	Sonata - Storage

21. Annexure – 11 Bank Guarantee for Performance Guarantee

(To be stamped in accordance with Stamp Act) The non-judicial stamp paper should be in the name of issuing Bank

Ref…….. **Bank Guarantee No……..**
Date……..

To
Bihar Gramin Bank,
Shri Vishnu Commercial Complex
NH-30, New Bypass,
Near BP Highway Services Petrol Pump,
Asochak, Patna-800016

Dear Sirs,

1. In consideration of the Bihar Gramin Bank, **constituted under the 'Regional Rural Bank Act, 1976 by Govt. of India, Ministry of Finance, Department of Financial services** Gazette Notification of Government of India dated 07th April 2025 (The Gazette of India / Ref No.- CG-DL-E-07042025-262329) by **amalgamating two RRBs viz. Dakshin Bihar Gramin Bank and Uttar Bihar Gramin Bank w.e.f 01.05.2025.'** and having it's Head Office at Shri Vishnu Commercial Complex, NH-30, New Bypass, Near BP Highway Services Petrol Pump, Asochak, Patna-800030 (hereinafter referred to as the 'Bank' or 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s…….. with its Registered/Head office at …… ……. ……. (hereinafter referred to as the "Contractor" or "Vendor" or "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Intent or Purchase Order No…….. dated …….. and the same having been acknowledged by the Contractor / Vendor / Service Provider, resulting in a Contract, bearing No…….. dated……valued at……for…… (scope of Contract) and the Contractor / Vendor / Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs.
…….. (in words & figures).

2. We…… …… …… …… …… …… … (Name & Address of Bank Branch) having its Head office at …… …… ….
(hereinafter referred to as the ' Issuing Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Issuing Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor / Vendor / Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the

guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Bank / Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank / Purchaser under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Bank / Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Bank / Purchaser and the Contractor or any other course or remedy or security available to the Bank / Purchaser. The Issuing Bank shall not be released of its obligations under these presents by any exercise by the Bank / Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Bank / Purchaser or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Issuing Bank.

4. The Issuing Bank also agrees that the Bank / Purchaser at its option shall be entitled to enforce this Guarantee against the Issuing Bank as a principal debtor, in the first instance without proceeding against the Contractor / Vendor / Service Provider and notwithstanding any security or other guarantee the Bank / Purchaser may have in relation to the Contractor's liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Notwithstanding anything contained hereinabove:
(1) Our liability under this guarantee is limited to Rs. ……. (in words & figures).
(2) This Bank Guarantee will be valid upto ……..; and
(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ……..

In witness whereof the Issuing Bank, through its authorised officer, has set its hand and stamp on this…….day of……..20…….at……

WITNESS

……. ……
(Signature) (Signature)

……. ……. (Name) (Name)
……. ……. (Official
Address) (Designation with Bank Stamp)

22. Annexure – 12 Undertaking under Rule 144 (xi)

Format for declaration (On Letter head of Bidder)

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

We certify as under:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and.

we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

(Stamp and Signature of Authorized Person)

Name & Designation

Name of company

Date

Place

23. Annexure – 13 Integrity Pact

To,
The Chief Manager
BIHAR GRAMIN BANK,
Shri Vishnu Commerical Complex,
NH 30 Patna.

Subject: Submission of Integrity Pact.

Dear Sir,
BIHAR GRAMIN BANK, constituted under the 'Regional Rural Bank Act, 1976 by Govt. of India, Ministry of Finance, Department of Financial services Gazette Notification of Government of India dated 07th April 2025 (The Gazette of India / Ref No.- CG-DL-E-07042025-262329) by **amalgamating two RRBs viz. Dakshin Bihar Gramin Bank and Uttar Bihar Gramin Bank w.e.f 01.05.2025.'** and having it's Head Office at Shri Vishnu Commercial Complex, NH-30, New Bypass, Near BP Highway Services Petrol Pump, Asochak, Patna-800030, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.
And
M/s._____ having its registered office at _____ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for…… The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in" Guidelines on Banning of business dealing".

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

(1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Officer.

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as

(3) confidential. He/she reports to the Chief Manager / Chairman, BIHAR GRAMIN BANK.
(4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
(5) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chief Manager / Chairman, BIHAR GRAMIN BANK and recues himself/herself from that case.
(6) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
(7) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
(8) The Monitor will submit a written report to the Chief Manager / Chairman, BIHAR GRAMIN BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(9) If the Monitor has reported to the Chief Manager / Chairman, BIHAR GRAMIN BANK, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chief Manager / Chairman, DBGB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
(10) The word 'Monitor' would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by Chief Manager / Chairman, DBGB.

Section 10- Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
(2) The actions stipulated in this Integrity Pact are without prejudice to any other legal
(3) action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
(4) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(5) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(6) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(7) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

(8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place…….
Date……..

Witness 1:
(Name & Address)

Witness 2:
(Name & Address

The details of Independent External Monitor (IEM) of our Bank is as under:

S.no	Name of IEM	e-mail
1	Shri R. Kuppan, IRSME	rkuppanram@gmail.com

24. Annexure – 14 Certificate of Local content

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal)

To,
The Chief Manager
BIHAR GRAMIN BANK,
Shri Vishnu Commerical Complex,
NH 30 Patna.

Sir,
Sub: - RFP _____ _____ _____ _____ _____ _____
This is to certify that proposed *<name of the product / service / works>* is having the local content of _____ % as defined in the above mentioned RFP. The local content has been added over at the following location (s)_____<multiple locations may be mentioned>

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor / Cost Auditor Registration Number:
Seal

Counter-signed: Bidder / OEM
(Stamp and Signature of Authorized Person)
Name & Designation
Name of company
Date
Place

25. Annexure – 15 Non-Disclosure Agreement

Non-Disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>,. Patna

BETWEEN

BIHAR GRAMIN BANK, constituted under the 'Regional Rural Bank Act, 1976 by Govt. of India, Ministry of Finance, Department of Financial services Gazette Notification of Government of India dated 07th April 2025 (The Gazette of India / Ref No.- CG-DL-E-07042025-262329) by **amalgamating two RRBs viz. Dakshin Bihar Gramin Bank and Uttar Bihar Gramin Bank w.e.f 01.05.2025.'** and having it's Head Office at Shri Vishnu Commercial Complex, NH-30, New Bypass, Near BP Highway Services Petrol Pump, Asochak, Patna-800030, hereinafter referred to as "The Principal", or "Bank", which expression shall unless repugnant to the context thereof, include its successors, assigns) party of the First part AND

<***>, a …… incorporated under the ……., having its registered office at <***> (hereinafter referred to as the "……", as the case may be (which expression shall, unless the context otherwise requires, include its permitted successors and assigns), party of the other part.

.

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

A. the ....., is a …… providing …… …… …… …… …… ……to the Bihar Gramin Bank.

B. The Confidential Information shall at all times belong to the Party providing ("Provider") such information and shall be provided to the recipient Party ("Recipient") for the specific purposes of achieving the objects of the Service Agreement.

C. The Parties are executing these presents to set out their understanding with regard to the manner of dealing with the Confidential Information (as defined below).

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

a) "Agreement" means this non-disclosure agreement, as amended from time to time, and includes all recitals, schedules, annexures or exhibits annexed hereto.

b) "Agreed Purpose" mean the specific purpose for which the Provider has provided the Confidential Information to the Recipient.

c) "Confidential Information" shall mean and includes, without limitation, any and all information, data, knowledge, and know-how, whether pertaining to commercial, technical, scientific, operational, administrative, financial, marketing or business affairs, or intellectual property, or otherwise (in whatever form and however communicated) relating, directly or indirectly, to the Provider, which the Provider or its employees, directors, officers, agents, consultants etc., would have disclosed or delivered prior to the date of this Agreement, or is disclosed or delivered after the date of this Agreement, to the Recipient or to any third party on the request of the Recipient, in writing, electronically, verbally, or through visual means, either with the disclaimer of confidentiality or not, or which the Recipient (or such third party) learns, obtains or derives, orally, through observation or through analysis, interpretations, compilations, studies, or evaluations of such information, data, knowledge, or know-how;

for clarity, the information, data, knowledge, and know-how includes, without limitation, those in the nature of, or pertaining to, business plans, marketing and financial plans, strategy, projections, policy details, client details, various products, details regarding pricing, technical know-how etc. in respect of such products, and also the documents, registers, books, photographs, notes, renderings, journals, notebooks, computer programs, computer readable video, audio or sound files, and samples relating thereto;;

d) "Parties" means the Bihar Gramin Bank and ..... for the purposes of this Agreement and "Party" shall be interpreted accordingly.

1.2. Interpretation

In this Agreement, unless otherwise specified:

(i) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement. (ii) use of any gender includes the other genders.

(iii) References to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

(iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted; (vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(vii) references to a 'business day' shall be construed as a reference to a day (other than 2nd and 4th Saturday, Sunday and other gazetted holidays) on which the Bihar Gramin Bank is generally open for business;

(viii) references to times are to Indian standard time;

(ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(x) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

2. TERM

This Agreement will remain in effect for _____ years from the date of execution of this Agreement or …….. years from the date of the last disclosure of Confidential Information, whichever is later ("Term"), at which time it will terminate, unless extended by the provider of information in writing.

3. TERMINATION

The parties to this agreement may terminate this agreement by providing prior notice of One hundred and twenty days () 120 days in writing, without giving any reasons for the same. However, the confidentiality obligations of both the parties shall survive a term of ..... (…) years from the date of termination or expiry of this Agreement

4. USE OF THE CONFIDENTIAL INFORMATION; NON-DISCLOSURE

The Recipient hereby agrees that it shall use the Confidential Information only for the Agreed Purpose. Further, the Recipient shall not, except with the prior written consent of the Provider or in accordance with this Agreement disclose, transfer, or use, to its financial or monetary advantage, any such Confidential Information. The obligation of the Recipient contained in this Clause shall not be limited in point in time save and except at such time as the exclusions contained hereof become applicable in respect thereof as per Clause 2 hereof. Also, the Recipient and its Representatives will not disclose to any person the fact that the Confidential Information has been made available to it or its Representatives or that Confidential Information has been provided by Provider to the Recipient and/or its representatives.

5. OBLIGATIONS OF THE RECEIVING PARTY The Receiving Party shall:

(a) use the Confidential Information only for the Agreed Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and (b) grant access to Confidential Information only to its employees on a "need to know basis" and restrict such access as and when not necessary to carry out the Agreed Purpose.

(c) cause its employees to comply with the provisions of this Agreement;

(d) reproduce Confidential Information only to the extent essential to fulfilling the Agreed Purpose, and

(e) prevent disclosure of Confidential Information to third parties;

(f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Recipient agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Recipient upon making a disclosure under this Clause shall:

(i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

(ii) upon the Provider's request, the Recipient shall either return to the Provider all Confidential Information or shall certify to the Provider that all media containing Confidential Information have been destroyed.

(iii) not to remove any Confidential Information from the premises of the Provider without prior written approval of the Provider.

(iv) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Provider's prior written approval, from the Provider's premises. Each Party agrees to comply with any and all terms and conditions the Provider may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(v) Upon the Provider's request, the Recipient shall promptly return to the Provider all tangible items containing or consisting of the Provider's Confidential Information all copies thereof. The recipient of information agrees that the provider of information shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Recipient can demonstrate that such Confidential Information:

(a) was independently developed by the Recipient; or

(b) has become generally available to the public without breach of confidentiality obligations of the Recipient; or

(c) was in the Recipient's possession without restriction or was known by the Recipient without restriction at the time of disclosure; or

(d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Recipient has given the Provider prompt notice of such demand for disclosure and the Recipient reasonably cooperates with the Provider's efforts to secure an appropriate protective order; or

(e) is disclosed with the prior consent of the Provider; or

(f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Provider and was not previously acquired by the Recipient from the Provider under an obligation of confidence; or

(g) the Recipient obtains or has received such information from a source other than the Provider without breach by the Recipient or such source of any obligation of confidentiality or non-use towards the Provider.

7. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

(a) Each Party recognizes and agrees that all of the Provider's Confidential Information is owned solely by the Provider (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
(b) By disclosing the Confidential Information or executing this Agreement, the Provider does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Provider disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. (c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Provider which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Recipient's disclosure or use of any general learning, skills or know-how developed by the Recipient's personnel under the Service Agreement. (d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Governing Law & Jurisdiction

This Agreement, the relationship between the Parties and all rights and obligations arising from any act done or required to be done under this Agreement and the terms herein shall be governed by and construed in accordance with the laws of India. Subject to Clause 9 below, the courts at Patna India shall have exclusive jurisdiction over the subject matter.

9. DISPUTE RESOLUTION

(a) If any disputes or differences ("Dispute") arise between the Parties hereto as to the interpretation or the performance of this Agreement (except proceedings for urgent interlocutory relief) the Party claiming that a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
(b) If the parties cannot resolve the Dispute within 14 days from the date of receipt of notice then such Dispute arising between the parties to this Contract shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by a party to the other of existence of such Dispute, then the Arbitrator shall be appointed by the Competent Court of Patna . The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of arbitrations shall be Patna and the language of arbitration shall be English.
(c)

10. MODIFICATION / AMENDMENT

No modification, amendment, or other change in this Agreement will be binding on any Party unless consented to in writing to by both Parties.

11. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:- (a) shall be in writing
(b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(c) shall be executed by a duly authorized representative of the Party; and (d) shall not affect the validity or enforceability of this Agreement in any manner.

12. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement, except the service agreement, if any, executed between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

13. ENTIRE AGREEMENT

This Agreement constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

14. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

15. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

16. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

17. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

18. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

BIHAR GRAMIN BANK,
Shri Vishnu Commerical Complex,

NH 30 Patna.

If to the .....:
Attn. <***>
Phone: <***>
Fax No. <***>

19. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

21. DAMAGES:

a) Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage of the Disclosing Party.

b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

c) Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach may have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

22. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the parties to this agreement i.e Bihar Gramin Bank and the ..... shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

23. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

WITNESSES:

1. (Name, Designation, Organisation, and Signature)
2. (Name, Designation, Organisation, and Signature)

Bihar Gramin Bank	[.....]
Signed	Signed
For and on behalf of the	For and on behalf of the
Bihar Gramin Bank (	Company name)
By: _(signature)_	By: _(signature)_
(Name and designation)_	(Name and designation)_

An authorised signatory duly nominated pursuant to Board Resolution No. dated of the .....

26. Annexure – 16 Master Service Agreement

This Agreement is made at this …… day of _____ ,2026 at Patna.

BY AND BETWEEN

BIHAR GRAMIN BANK, a constituted under the 'Regional Rural Bank Act, 1976 by Govt. of India, Ministry of Finance, Department of Financial services Gazette Notification of Government of India dated 07th April 2025 (The Gazette of India / Ref No.- CG-DL-E-07042025-262329) by **amalgamating two RRBs viz. Dakshin Bihar Gramin Bank and Uttar Bihar Gramin Bank w.e.f 01.05.2025.'** and having it's Head Office at Shri Vishnu Commercial Complex, NH-30, New Bypass, Near BP Highway Services Petrol Pump, Asochak, Patna-800030, **or "Bank" or "BGB"** which expression shall unless repugnant to the context thereof, include its successors, assigns) and acting through ……(name) its ……..(designation), of the FIRST PART;

AND
…… having its registered address at,
…… ,
……
……, (hereinafter referred to as the **"Service Provider" and/or "Vendor"**, which expression unless repugnant to the context herein shall mean and include its successors in business and permitted assigns) party of the **OTHER PART**.

(The BGB and Service Provider shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".)

WHEREAS:
I. **Bihar Gramin Bank constituted under the 'Regional Rural Bank Act, 1976 by Govt. of India, Ministry of Finance, Department of Financial services** Gazette Notification of Government of India dated 07th April 2025 (The Gazette of India / Ref No.- CG-DL-E-07042025-262329) by **amalgamating two RRBs viz. Dakshin Bihar Gramin Bank and Uttar Bihar Gramin Bank w.e.f 01.05.2025.'** and having it's Head Office at Shri Vishnu Commercial Complex, NH-30, New Bypass, Near BP Highway Services Petrol Pump, Asochak, Patna-800030 (hereinafter referred to as "RFP") for selection of a Service Provider for the Project.
I.The Service Provider had submitted the Proposal in response to the RFP and with the intention of performing its obligation for……. "**The Project**" as per the scope of work detailed in the RFP and this Agreement collectively.
II.The Service Provider shall do all such acts, as mentioned in this agreement and as per the requirement and up to the satisfaction of the BGB.
NOW THEREFORE, in consideration of the mutual promises and covenants and conditions herein contained and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree and confirm as under:
1. This
Agreement establishes the contractual framework for providing the services for
…….and/or such other services as agreed between the Service Provider and the BGB from time to time in terms of this Agreement executed between the Service Provider and the BGB in accordance with the procedures set out in this Agreement.

2. This Agreement shall operate as a legally binding Contract for service, specifying the terms which apply to the Parties under this Agreement and to the provision of the Services to be rendered by the Service Provider to the BGB.

3. The purpose of this Agreement is to set out as follows:
a) Rights and obligations of the BGB and the Service Provider in relation to services for …….. or such other services as agreed between the Service
Provider and the BGB.
b) The manner in which the Services are to be provided by the Service Provider, which shall strictly be in accordance with this agreement.

4. In terms of this Agreement, the Service Provider shall, within the timelines provided under this Agreement:
a) Has provided an unconditional and irrevocable Performance Bank Guarantee of …….. Bank for Rs. …….. issued on dated…….20……, and valid up to…….. to Perform its obligations.
b) Fulfil all other obligations of the Service Provider as specified under this Agreement.
c) Undertake any/all repair, replacement, up-gradation and procurement of equipment necessary for providing the services, at its own cost.
d) Provide such suitably qualified, experienced and competent personnel and subcontractors as may reasonably be required for the performance of the Services towards the execution of Project. If so, requested by the BGB, the Service Provider shall provide evidence of previous experience, qualifications and competence of the personnel engaged in the performance of such services.
e) Withdraw and/or bar its employee/s or agent/s from extending such Services, if, in the sole opinion of the BGB:
1) The quality of Service rendered by the said employee/agent of the Service Provider is not in accordance with the quality or the Scope of Work as per clause 13. of this agreement or up to the satisfaction of the BGB.

2) It is not in the interest of the BGB that such employee/agent of the Service Provider continues to be involved in the provision of the Service in relation to the Project.

f) Subject to the terms of this Agreement, the Service Provider shall ensure deployment of sufficient number of personnel to provide the required level of services, in a prompt and efficient manner.

g) The Service Provider shall not knowingly engage or continue the engagement of any person with a criminal record/ conviction and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement.

h) The Service Provider shall not exercise any lien on any of the assets, properties,
documents, instruments, or material belongings to the BGB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the BGB.

i) The Service Provider shall regularly provide updates to the BGB with respect to the Services provided and shall meet the designated personnel of the BGB to discuss and review its performance at such intervals as may be agreed upon between the parties, or whenever called upon by the BGB to do so.
j) The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances, applicable with respect to its employees, subcontractors and agents (including all labour laws but not limited to the Minimum wages Act, Provident Fund laws, Workmen's Compensation Act etc.) and shall establish and maintain all proper records as statutorily required as per the law of the land or by code/practice, including but not limited to accounting records, labour and payment records, corporate policy etc., as applicable from time to time, including records and

returns etc. which are required to be filed by the Service Provider with the statutory authorities from time to time as per applicable laws.

k) The Service Provider shall provide, access to its premises and records, being maintained in relation to the Project and with regard to the job being performed thereto as per this Agreement with the BGB, to the authorized personnel of the BGB / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel to carry out any kind of process of audit including that of its operations and records related to the BGB's Management Services, as per the satisfaction of the aforesaid personnel/authority/Service Provider. In addition, the BGB shall not disturb or prevent Service Provider's performance of activity.

l) The Service Provider shall ensure that:

i) The Service Provider must ensure and confirm due diligence/KYC/verification of its own employees as well as the employees of its sub-contractors/agent and must be able to provide documentary evidence for the same if required.

ii) The Service Provider must build adequate safeguards to ensure that the information / documents / records / assets of the BGB are maintained in a way that the same are safe and there is no sharing/co-mingling of similar information, in any manner, with other organizations to which it may be providing services.

m) The Service Provider shall ensure preservation of all documents / data in accordance with all legal / regulatory obligations.

n) The Service Provider shall put in place a Business Continuity Plan (BCP) and share the same with the BGB.

5. Conditions precedent

This Agreement is conditional upon the Service Provider having fulfilled all of the Conditions Precedent, which are as follows:

a. The Service Provider has provided a Performance Bank Guarantee of Rs. _____ to the BGB having validity of _____ years by way of security.

b. The Service Provider shall provide to the BGB, the certified true copies of its constitutional documents and Board resolutions or equivalent document authorizing the execution, delivery and performance of this Agreement.

6. Non-fulfilment of any Conditions Precedent

a. In the event that any of the Conditions Precedent relating to the Service Provider has not been fulfilled, this Agreement shall cease to have any effect as of that date and this Agreement can be terminated at the option of BGB.

b. In the event that the Agreement fails to come into effect on account of non-fulfilment of any of the Conditions Precedent, the BGB shall not be liable in any manner whatsoever to the Service Provider and the BGB shall notify the Service Provider in writing of such failure and may forfeit the Performance Bank Guarantee.

c. In the event that possession of any facilities and/or data has been delivered to the Service Provider by or through the BGB prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement, such facilities and data shall immediately revert to the BGB, free and clear from any Encumbrances or claims.

7. Performance Bank Guarantee

The Service Provider shall at its own expense has deposited with the BGB, an unconditional and irrevocable Performance Bank Guarantee (PG) amounting to 5 % of the purchase order or as decided by the BGB. The Performance guarantee is valid for a period of 6 months beyond the completion of the period of contract.

8. In the event of the Service Provider being unable to fulfil its obligation under the Agreement or cause delay in providing the requisite service for whatever reason, the BGB reserves the right to invoke and forfeit the Performance Bank Guarantee at its sole discretion.

9. Notwithstanding and without prejudice to any rights whatsoever of the BGB under this Agreement, the proceeds of the Performance Bank Guarantee shall be payable to BGB as compensation by the Service Provider for its failure to complete its obligations under this Agreement. The BGB shall notify the Service Provider in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) with respect to which the Service Provider is in default.

10. The BGB shall also be entitled to make recoveries from the Service Provider's bills, Performance Bank Guarantee, or any other amount due to the Service Provider, the equivalent value of any payment made to the Service Provider due to inadvertence, error, collusion, misconstruction or misstatement.

11. The Performance Bank Guarantee may be discharged/returned by BGB upon being satisfied that there has been due performance of the obligations of the Service Provider under this Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

12. Term of Agreement.

The contract will be valid till the work is completed as per the scope of work mentioned in this agreement, for all the locations.

Bank reserves right to cancel the agreement at any time in case system fails to meet any of the requirements as mentioned in this agreement.

13. Scope of Work

The Service Provider shall perform its obligations and work as per Schedule-A to this agreement.

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section “Scope of Work” of this document are not achieved as per satisfaction of Bank.

14. EXECUTION OF PURCHASE ORDER

Bank will place one order for all the source locations. Service provider has to immediately start the project within 2 weeks of getting the Purchase Order as per the written directions from bank.

15. DATA CENTRE LIFT AND SHIFT ACTIVITY TIME

The Delivery of the equipment’s is to be completed from source to destination location within 21 days of receiving PO / Bank Intimation for DC relocation to final service provider.

Installation at destination location shall be completed within 21 days from the date of delivery at destination location within 6 weeks from the date of receipt of Purchase Order Date (whichever is earlier) as per scope of this agreement. Service provider should consider the movement approach with no application downtime or minimum downtime.

16. ACCEPTANCE TEST

All the delivered hardware/software/solution items wherever applicable may be subjected to an acceptance. Service provider has to arrange one Engineer at the site at the date and time mentioned by the Bank to assist in the verification & acceptance.

17. PAYMENT

The payment shall be released as per the below mentioned timeline for Data Centre / Data Recovery Center locations specified in page no 5 , point no .1 of this RFP.

Project milestones	Payment %
On Delivery at Destination Location	40%
On complete installation, Power on and operations of all services at Destination location	50%
Post 3 month of migration completion and setup is operational for target data centres	10%

The successful bidder needs to submit the milestone sign-off with the respective invoices, without milestone sign-off no invoice will be accepted. Further, the above payments will be released only after submission of PBG and signing of SLA, IP and NDA by Successful Bidder.

Note:
1. Payment will be made by in ratio 90:10 i.e 90% by Bihar Gramin Bank & 10% by West Bengal Gramin Bank .
2. Invoices will be raised separately to both the RRBs in the ratio mentioned above.
3. Office Address of Bihar Gramin Bank – Head Office,Shri Vishnu Commercial Comples ,NH-30,New Bypass Road,Near BP Highway Services Petrol Pump,Asochak Patna -800030,Bihar ,India
GST No. – 10AAOAB5543L1ZP
4. Office Address of West Bengal Gramin Bank - Floor No. 1, BMC House, Road/Street : NH34 Near Sanjoy Hotel, Chuapur Behrampore Dist : Murshidabad West Bengal,India PIN : 742101
GST No - 19AAAJW0227H1Z3

18. SLA & Timelines
The timelines shall be as per Schedule-A to this agreement.

19. Terms of Payment and Service Credits and Debits
i) In consideration of the Services rendered and subject to the provisions of this Agreement, the BGB shall make payment to the Service Provider for the Services rendered in terms of Schedule-B fined and provided for in this Agreement. The BGB can calculate a financial sum and debit the same, against the Terms of Payment as defined in the Terms of Payment as a consequence of the failure of the Service Provider to meet the terms and conditions as mentioned under this Agreement.
ii) Except as otherwise provided for herein or as agreed between the Parties in writing, the BGB shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated under Schedule-B.

20. Invoicing, Settlement and Taxation
The Invoicing, Settlement and Taxation shall be as per Schedule-B to this agreement.
Any bill raised by the Service Provider will be paid within 6 weeks of bill receipt date. The BGB will notify about any disputed amount within fifteen (15) days of receipt of the invoice and Parties will resort to an amicable settlement within thirty (30) days. Once the dispute is settled, the payment will be made within thirty (45) days thereafter.

21. Representation and Warranty
i) The Service Provider hereby represents and warrants that:
a) It has been duly incorporated in India and is valid as per the existing laws of India.
b) It has taken all required measures to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request. An authenticated list of the officers of the Service Provider

who are authorized to sign and / or execute this Agreement and / or other related documents, in writing and duly supported by Board Resolution, shall be provided to the BGB.

c) The execution, delivery and performance of this Agreement by the Service Provider in accordance with its terms shall not violate or conflict with its Articles and/or memorandum of association and/or any other organizational documents.
d) That it shall comply with all the provisions of the Information Technology Act, 2000 and any other laws for protection of data of BGB or any of its customers or any data provided by BGB.
e) The Service Provider shall ensure that:
I. Nothing in this Agreement would be construed to mean the creation or imposition of any lien, charges or encumbrance upon the capital stock, properties or assets of the BGB.
ii. That there are no judicial or administrative actions, proceedings or investigations pending to the best of its knowledge, which would have a material adverse effect on its capacity to perform its obligations under this Agreement or any of the other documents referred to in this Agreement to which it is a party.

ii) The Service Provider hereby represents and warrants to the BGB that it shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
iii) The Employees of the Service Provider shall continue to be the Employees of the Service Provider and work under its discretion and shall not claim any employment from the BGB by the virtue of providing the services, irrespective of the location of their work.
iv) At no time during the term of the agreement, employees of Service Provider will be treated as employees of the BGB. The payment of salary, benefits and all related taxes for the employees of the Service Provider will be the sole responsibility of the Service Provider.
v) The Service Provider agrees, represents and warrants that no officer of the BGB, director, employee or immediate family member thereof has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that none of them has a business relationship of any kind with the Service Provider, it's Personnel or any of its other officers.

The express warranties granted above are in addition to all other warranties, whether express or implied. The Service Provider warrants and represents to the BGB in relation to this Agreement, that:
i.It has the full legal right, capacity and authority to enter into this Agreement, to perform its obligations hereunder and this Agreement constitutes a legal, valid and binding obligation on the Service Provider. The Service Provider has the power and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary action to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.
ii. This Agreement is executed by a duly authorised representative of Service Provider.
iii.The Service Provider shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the conditions stated in this Agreement.
iv.The execution, delivery and performance by the Service Provider of this Agreement and the compliance by it with the terms and provisions hereof do not and will not: -
a) Contravene any provision of any law , statute, rule or regulation or any order, writ, injunction or decree of any court, governmental instrumentality or Governmental
Authority to which it is subject; or
b) Conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Security Interest upon any of its property or assets pursuant to the terms of any indenture, mortgage,

deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it is a party or by which it or any of its property or assets is bound or to which it may be subject; or

c) Violate any provision of its memorandum and articles of association or any other similar constitutional documents.

v. There are no claims, investigations or proceedings before any court, tribunal, governmental body or Governmental Authority in progress or pending against or relating to the Service Provider, which could reasonably be expected to:

a) Enjoin, restrict or prohibit the transactions as contemplated by this Agreement; or

b) Prevent the Service Provider from fulfilling its obligations set out in this Agreement or arising from this Agreement or adversely affecting the validity or enforceability of this Agreement.

vi.There is no existing ground on which any such claim, investigation or proceeding might be commenced with any reasonable likelihood of success.

vii.The service provider undertakes to comply with all regulations/guidelines/directions issued by BGB or the Reserve Bank of India (RBI), issued from time to time, in relation to the services performed under this agreement.

viii. The service provider undertakes to co-operate with the relevant authorities in case of insolvency/ resolution of BGB.

ix. The Service Provider undertakes to provide details of data (related to BGB and its customers) captured, processed and stored, under this agreement.

x. The Service Provider undertakes to store all data pertaining to BGB , within the territory of India as per regulatory requirement.

xi.The Service Provider shall not do or omit to do or cause or allow to be done or omitted to be done any act or thing which would result (or be likely to result) in a breach of this Agreement.

xii. This Agreement constitutes a valid and binding obligation of Service Provider enforceable against it in accordance with its terms.

xiii.No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the BGB in connection therewith.

The Service Provider warrants and represents to the BGB, that:

i) The Service Provider is experienced in managing and providing works similar to the Services and that it shall perform the Services with all due skill, care and diligence so as to comply with the conditions as stated in this Agreement.

ii) The Services shall be provided and rendered by appropriately qualified, trained and experienced personnel.

iii) The Service Provider has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services.

iv) The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations.

v) In the event that such warranties cannot be enforced by the BGB, the Service Provider will enforce such warranties on behalf of the BGB and pass on to the BGB, the benefit of the same and any other remedy received in relation to such warranties.

Notwithstanding what has been stated elsewhere in this Agreement, in the event the Service Provider is unable to meet the obligations pursuant to this Agreement, the BGB will have the option to invoke the Performance Bank Guarantee.

22. COMPLIANCE WITH LAWS:

i) Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt, the obligations of the Parties to this Agreement are subject to their respective compliance with all applicable laws and regulations.

ii) The Service Provider shall be responsible for ensuring that the Services comply with all applicable laws and regulations.
iii) The Service Provider shall direct all enquiries from a Financial Regulator relating to this Agreement to the BGB unless the enquiry is specifically addressed to the Service Provider by a Financial Regulator or otherwise agreed in writing by the parties.
iv) Where the Service Provider is responsible for dealing with any enquiry by a Financial Regulator, in accordance with this clause, it shall, unless contrary to the Financial Regulator's directions, as soon as practicable notify and consult fully with the BGB regarding such matters as are relevant to this Agreement prior to responding to the enquiry.
v) Each Party shall provide to the other party all reasonable assistance in connection with any investigation by any Financial Regulator, the provision of any information relating to the Services reasonably requested by the other party or by the relevant Regulator which is in its possession or control and shall use reasonable endeavours to ensure that its affiliates and agents do the same.

23. Vicarious Liability

The Service Provider shall be the principal employer of the employees, trainers, agents, contractors, subcontractors, etc., engaged by it and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, trainers, contractors, sub-contractors etc., of the Service Provider shall be paid by the Service Provider alone and the BGB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, trainers, contractors, subcontractors etc. The Service Provider shall agree to hold the BGB, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions, or proceedings, if any, whatsoever nature that may arise or caused to the BGB through the action of Service Provider 's employees, agents, trainers, contractors, subcontractors, etc.

24. Indemnity

A. The Service Provider (the "Indemnifying Party") undertakes to indemnify bank (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.
Further, Indemnifying Party will indemnify the Indemnified Party, if the loss to the indemnified party is caused by:

i. an act or omission of the Service Provider, director/ authorized signatory, its agents, employees, or partners of the firm, proprietor etc. in the performance of the services provided by the Service Provider,
ii. breach of any of the terms of this Request for Proposal or breach of any representation or warranty by the Service Provider,
iii. use of the deliverables and or services provided by the Service Provider,
iv. iv. infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of the work herein Service Provider shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Service Provider's employees, agents or representatives.

The Service Provider 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 rights, and third-party claims on the Bank deliverables at all points of time,

B. The indemnities set out in point A shall be subject to the following conditions:

i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;

iii. if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Clause, the Indemnified Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be recoverable from the Indemnifying Party;

iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party, provided that such consent shall not be unreasonably withheld;

v. all settlements of claims subject to indemnification under this Clause will

A. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

B. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

i. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in
connection with any such claim or proceedings;

ii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

25. Blacklisting

If the Service Provider fails to perform the obligations as per this agreement and the agreed terms of this MoU, or his performance is found to be unsatisfactory by the Bank, the Bank may at its sole discretion blacklist the Service Provider from participating in any offer by the Bank calling Bids, for a period of 2 years.

26. Liquidated Damages

If the Service Provider fails to comply with the terms of this AGREEMENT, BGB shall, without prejudice to its other remedies available to it, deduct from the Performance Bank Guarantee or any payments due to the Service Provider, as agreed estimated liquidated damages, a sum up to a maximum deduction of 10% (ten percent) of the contract value. In the event of deduction of 10% of the contract, value under this agreement and in event of further compliance failure on part of the Service Provider, the BGB reserves the right to terminate the agreement.

The payment or deduction of such Liquidated Damages shall not relieve the Service Provider from his obligations to complete its obligations under this Agreement.

The parties agree that the Liquidated Damages set out hereunder are genuine pre- estimate of costs and losses likely to be incurred by BGB due to a failure to comply with **the terms of the agreement**.

27. Price Fall Clause

The Service Provider undertakes that it has not supplied/is not supplying same or similar services/ items/ systems or subsystems at a price lower than that offered in this agreement in respect of any other Ministry/ Department of the Government of India or any PSU or any Public Sector Bank during the currency of the contract and if it is found at any stage that same or similar services/ items/ products/ Systems or Subsystems were supplied by the Service Provider to any other Ministry /Department of the Government of India or any PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Service Provider to BGB, even if the contract has already been concluded.

28. Change in management

Change in management and the key persons monitoring the outsourcing arrangements are to be timely informed to BGB by Service Provider to ensure continuity of operations. Further, the deployed management/ resources should be in line with the expertise requirements to carry out the activities and as per this agreement.

29. INDEPENDENT SERVICE PROVIDER

This Agreement is on a principal-to-principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the BGB or any subsidiary or affiliate thereof.

30. ASSIGNMENT:

The Service Provider shall assign its obligations to perform under this Agreement to a third party, in whole or in part, only after written permission of the BGB. However, the Service Provider shall be responsible to the BGB for all acts undertaken by a party to whom the Service Provider has assigned any work prescribed under the scope of work of this Agreement.

31. SUB-CONTRACTORS

i) Having regard to the nature of the present Contract for service, the Service Provider without the prior written permission of the BGB, shall not assign or subcontract any of its responsibilities contained in this Agreement to any agent, sub-agent, or sub-contractor The BGB, at its absolute discretion, may deny such permission. However, such prior written permission given by the BGB shall not be construed as waiver of any accrued rights and/or liabilities and the Service Provider shall remain fully responsible for all acts and omissions of its contractors, sub-contractors, or agents.

ii) Nothing in this Agreement shall be construed as creation of any contractual or other relationship between the BGB and any such contractor/sub-contractor or agent, nor any obligation on the part of the BGB to pay or see to the payment of any money due to any contractor / sub-contractor / agent.

iii) The Service Provider shall, notwithstanding the consent and assignment/subcontract, remain jointly and severally liable and responsible to BGB together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Service Providers obligations there under.

iv) BGB shall reserve the right to seek information from the service provider about the sub-contractors or third parties assigned or engaged or contracted by service provider to perform its obligations under this agreement.

32. INSPECTION AND RIGHT TO AUDIT

i) The Service Provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the BGB, to the authorized personnel of the BGB / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to BGB and BGB retains the right to obtain copies of any audit or review reports and findings made about the service provider in conjunction with the services performed for the bank.

ii) All the clauses specified under this clause 31 shall be applicable and extended to any entity to which the Service Provider has outsourced any part of the prescribed activity under BGB's Management Services. It shall be the responsibility of the Service Provider to ensure unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification. In accessing Service Provider's premises, the BGB shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security of Service Provider's premises, subject to acceptance by the BGB and a copy of the rules & regulations be provided to the BGB prior to visit. In addition, the BGB shall keep confidential any information in the possession or custody of Service Provider and shall not disturb or prevent Service Provider's performance of activity.

iii) The Service Provider shall allow BGB, Reserve Bank of India & other regulators and statutory authorities to access the documents, records of transaction or any other information given to, stored or processed by the Service Provider relating to this agreement, within a reasonable time failing which Service Provider will be liable to pay any charges/ penalty levied by RBI. The Service Provider shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to this agreement by one or more of RBI officers or employees or other persons duly authorized by RBI.

33. Contract Cancellation

The BGB reserves its right to cancel the contract in the event of work not done or breach of contract as per the mutually agreed schedule or does not adhere to the Service Level Requirements up to satisfaction of the BGB. In addition to the cancellation of contract, the BGB reserves the right to appropriate the damages from the Service Provider through foreclosing of performance bank guarantee for damages/ losses incurred by the BGB.

34. Penalties

The penalties shall be as per Schedule-B to this agreement.

However, the service provider undertakes that: -

a. If the Service Provider fails to complete the due performance of the contract as per the timelines mentioned in this agreement, penalty may be imposed as per Schedule –B to this agreement.

b. The Penalty and Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the BGB.

Penalty and Damages are not applicable for reasons attributable to the BGB and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the BGB or Force Majeure. The Service Provider shall submit the proof authenticated by the Service Provider and BGB's official that the delay is attributed to the BGB or Force Majeure along with the bills requesting payment. If the delay is attributable to the BGB, or Force Majeure, or any other circumstances beyond the control of the Service Provider, then the BGB will take appropriate action without charging any Penalty / Liquidated Damages.

35. CLAIMS

i) If the services provided are found to be unsatisfactory than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, BGB shall have the right to totally reject the services and/or to prefer a claim for compensation for the part of services, which are rejected.

ii) The Service Provider shall reimburse to BGB the actual expenditure incurred, on such services, within 15 (fifteen) days of its demand.

36. PROPRIETARY RIGHTS:

i) All deliverables and the intellectual property rights (whether registered or not) relating to the said services provided under this Agreement shall be the proprietary of BGB and shall be subject to the confidentiality provisions of this Agreement.

ii) This Agreement shall in no way be construed to grant any right, license or authorization nor shall it any way be deemed to create any interests, charge, or lien in favour of the BGB to use the computer programs, software, and/ or related documentation used or supplied by Service Provider for any purpose except as permitted in this Agreement.

iii) The BGB master file as well as the transaction data file and related files, reports, studies supplied by the BGB under this Agreement are subject to the proprietary rights of the BGB, as well as the Confidentiality provision of this Agreement.

37. SUCCESSORS:

This Agreement binds the executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein.

38. NON-EXCLUSIVE AGREEMENT

This Agreement is on non-exclusive basis and the Service Provider shall not have any exclusive right to provide the Services to the BGB. The BGB shall be free to engage any other Service Provider/s or may entrust services similar to the Services or any part thereof to any person/s or company or firm etc.

39. Relationship of the Parties

This Agreement, which is a Contract for Service, shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided in this Agreement, neither party shall assume or be responsible for any liability or obligation that arises from any act or omission to act of, the other party however or whenever arising.

40. Termination

The BGB reserves its right to cancel the contract in the event of work not done as per the mutually agreed schedule or does not adhere to the Service Level Requirements. In addition to the cancellation of contract, the BGB reserves the right to appropriate the damages from the Service Provider through foreclosing of performance bank guarantee for damages/losses incurred by the BGB.

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

a) The Service Provider is unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

b) Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

c) Failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank, Or

d) The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed timeline, and found to be unsatisfactory; or

e) Supply of substandard materials/ services; or

f) Delay in delivery / installation / commissioning of services; or
g) If deductions of penalty exceed more than 10% of the total contract price.
h) Failure of the Service Provider make good the situation within the remedy period.
i) The Service Provider commits a breach of any of the terms and conditions of the RFP/this agreement.
j) The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
k) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
l) Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or other wise on convenience, Bank reserve the right to terminate this agreement, or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing, without assigning any reasons.

41. MATERIAL BREACH

In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a Fifteen (15) days' notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the BGB or the Service Provider, as the case may will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, and the termination will become effective.

42. EFFECTS OF TERMINATION

In the event that the BGB terminates this Agreement pursuant to failure on the part of the Service Provider to comply with the conditions as contained in this agreement and depending on the event of default, Performance Guarantee furnished by Service Provider shall be invoked/forfeited.

43. Termination due to bankruptcy of Service Provider, if Service Provider files for declaration of bankruptcy before the appropriate forum.

The BGB may serve written notice on the Service Provider at any time to terminate this Agreement with immediate effect in the event that the Service Provider reporting an apprehension of bankruptcy to the BGB or its nominated agencies.

44. Fraud by Service Providers Personnel

The BGB reserves its right to initiate criminal action against the agents/ employees of the Service Provider for fraud or misappropriation, besides stringent penalties Under the applicable laws, the BGB may call for termination of this Agreement if the BGB, in its sole discretion finds it necessary to do so. The Service Provider agrees that any decision of the BGB in this respect shall be final and binding on the Service Provider.

45. Primary Data Centre & Disaster Recovery & Business Continuity Plan (DC, DRS & BCP) Requirements

The Service Provider should have proper standards & business continuity plan with required disaster recovery in place to achieve the stipulated timelines & achieve the required SLA's.
The proposed BCP plan needs to be shared by the Service Provider.
Regular testing of the Business Continuity to be done by service provider and the report of the same to be shared with BGB.

46. Force Majeure

Neither party shall bear responsibility for the complete or partial non-performance of any of its change control obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as

Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

47. Intellectual Property Rights

The name, logo, design of the Payment is solely the property of the BGB and in no case the Service Provider shall use the same, except for the purposes mentioned under this agreement and exclusively for the BGB only.

48. Confidentiality

i) The Service Provider recognises that during the Term of this Agreement, data, documents and/or information, including but not limited to Proprietary Information ("Confidential Information") will be procured and made available to it. Disclosure or usage of the data by any such recipient may constitute a breach of applicable Laws causing harm to the concerned customers of the BGB. The Service Provider hereby convents to, not disclose any such Confidential Information to any Third Party and demonstrate utmost care, sensitivity and strict confidentiality with regard to any such Confidential Information. Any breach of this Clause will result in the BGB and its nominees receiving a right to seek injunctive relief and damages without any limit, from the and/or also seek termination, in its sole discretion.

ii) Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement ("Discloser") to the other Party to this Agreement ("Recipient"):

a) To take such steps necessary to protect the Discloser's Confidential Information from unauthorised use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care.

b) To use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing.

Not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required about Recipient's use as permitted under this Clause, or as needed for the purposes of this Agreement, provided that any proprietary legends and notices (whether of the Discloser or of a Third Party) are not removed or obscured.

c) Not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this Agreement.

d) Promptly destroy all Confidential Information in its possession, to the satisfaction of the Discloser, upon fulfilment of its obligations under this Agreement.

iii) The restrictions of this clause shall not apply to Confidential Information that:

a) is or becomes generally available to the any Third Party through no breach of this Clause by the Recipient.

b) was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder, provided the same has been rightfully obtained.

c) is developed by the Recipient independently of any of Discloser's Confidential Information.

d) is rightfully obtained by the Recipient from Third Parties authorised at that time to make such disclosure without restriction.

e) is identified in writing by the Discloser as no longer proprietary or confidential.

f) is required to be disclosed by Law, regulation or order of a court or any other regulatory authority in India or to be furnished to the Parliament and/or its committees, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

iv) To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information, with the prior written consent of the other Party, which shall not be unreasonably withheld, to:

a. its employees, agents and independent contractors and to any of its Affiliates and their respective independent contractors or employees but all of them should in turn be bound to maintain the confidentiality referred to herein on their part; and

b. its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Clause and in respect of whom the relevant Party has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose Confidential Information to any entity with the other Party's prior written consent.

v) The provisions of this clause 48 shall survive the expiration or any earlier termination of this Agreement.

vi) Confidential Information shall be and remain the property of the Discloser and nothing in this clause shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.

VII) Subject as otherwise expressly provided in this Agreement all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased, or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or (ii) termination or expiry of this Agreement. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, a reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.

VIII) The service provider shall not comingle the data of BGB with any other entity to which it is providing services or otherwise.

vii) Neither Party is restricted from using (including using to provide products or perform services on behalf of third parties) any ideas, concepts, knowhow, and techniques that are related to the Recipient's business activities and which are retained in unaided memories of the Recipient's employees or agents (and not intentionally memorised for the purpose of later recording or use) (collectively, the "Residuals"). This clause shall not permit the disclosure or use by either Party of any financial (including business plans), statistical, product, personnel or customer data of the other Party. Each Party agrees not to disclose the source of the Residuals.

viii) Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Clause by the other Party and that the BGB and Service Provider, as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Clause but shall be in addition to all other remedies available at Law or equity to the damaged Party.

49. Personnel

i) Personnel assigned by the Service Provider to perform the Services shall be employees/sub-contractors/vendor of the Service Provider, and under no circumstances will such personnel be considered employees of BGB. The Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and other applicable taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all BGB obligations under all applicable laws.

ii) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

50. Partners

Prior approval of BGB shall be required by the Service Provider for any change in the Partner or its constitution. Change will be approved at the sole discretion of the BGB.

51. Notices

i) Any notice or other document, which may be given by either Party under this Agreement to the other Party ("Notice"), shall be given in writing in person or by registered post or by facsimile transmission.

ii) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address set forth below-

If to BGB.

The Chief Manager
BIHAR GRAMIN BANK,
Shri Vishnu Commerical Complex,
NH 30 Patna.

If to Service Provider.

Name:…….
Designation: ……..
Address:……
Telephone: ……..
Fax: ……..
Email Id: ……

iii) Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter), or through e-mail with due acknowledgement of its receipt.

iv) Either Party to this Agreement may change its representative, address, telephone number, facsimile number and nominated email for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

v)

52. ENTIRE AGREEMENT

This Agreement along with Schedules constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

53. Order Cancellation

BGB reserves its right to cancel the order (fully or partially) in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

I. Delay in performance of obligation.
II. Serious discrepancy in the quality of service / facility / security.

In addition to the cancellation of the purchase order, the BGB also reserves the right to appropriate the damages from the performance bank guarantee (PBG) given by the Service Provider and/or foreclose and forefeit the bank guarantee for damages / losses incurred by BGB. The Service Provider shall continue to fulfil the contract to the extent not terminated. In case of order cancellation, any payments made by the Bank to the SP would necessarily have to be returned to the Bank with interest @ 15% per annum, further the SP would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any

additional expenditure to be incurred by the Bank to appoint any other SP. This is after repaying the original amount paid.

54. COSTS

Each of the parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

55. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.

56. VARIATIONS AND FURTHER ASSURANCE

i) No amendment, variation or other change to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives of the Parties to this Agreement.

ii) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

iii)

57. SEVERABILITY AND WAIVER

i) No waiver of any provision of this Agreement or consent to any departure from it by any party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers, or privileges

ii) Failure or delays on the part of any party in exercising any right, power or privilege under this Agreement and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, power and privilege hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers, or remedies, which the parties would otherwise have. No notice to or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any of the other parties to any other or further action in any circumstances without notice or demand.

If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement and the remainder of the provisions in question which shall remain in full force and effect.

iii) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision. No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.

iv)

58. SURVIVAL

Cancellation, expiration or earlier termination of the Agreement (i) shall not relieve any Party of any obligations here under which expressly or by implication survive termination hereof; and (ii) except as otherwise provided in any provision of the Agreement expressly limiting the liability of either Party, shall not relieve either Party of any

obligations or liabilities for (a) loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination; and (b) warranties, remedies, promises of indemnity and confidentiality.

59. PUBLICITY AND BRANDING

i) The Service Provider shall not, without the prior written consent of the BGB, which shall not be unreasonably withheld or delayed, make any press announcements or publicise this Agreement or any other contract with the BGB or their respective contents or the business practices of the Parties in any way; or use the BGB name or brand in any promotion or marketing or announcement of orders.

ii) Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

60. Precedence of Documents

If there is any inconsistency between the terms of the RFP and this agreement, the terms of the RFP will prevail to the extent of any inconsistency.

61. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Service Provider to BGB, whether under the contract, in tort or otherwise, shall be limited to the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Bank under clause 24 or due to breach of Intellectual Property Rights under clause 47 or breach of confidentiality obligations under clause 48 .

62. Performance Monitoring

The performance of the service provider shall be continuous monitored and assessed at a regular interval of _____ months/quarterly/half-yearly. In case of any deficiency in services by the service provider or no adherence to the timelines as mentioned under this agreement, BGB may provide a cure period of _____ days to the service provider to improve its services or adhere to the timelines. In case, the there is no improvement on the part of Service Provider, then BGB may terminate this agreement at its own discretion.

63. TRANSITION REQUIREMENT

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, BGB may at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor/ service provider. In such case, BGB shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a New Service Provider or New Vendor completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by BGB, at no extra cost to BGB, for ensuring smooth switch over and continuity of services. If existing Service Provider breaches this obligation under clause 63, it shall be liable for paying a penalty of Rs._____on demand to BGB, which may be settled from the payment of invoices for the contracted period or by forfeiture of Performance Bank Guarantee.

64. NON-SOLICITATION

During term of this Agreement and for a period of (12) twelve months after termination or expiration, either Party shall not on its own account or in connection with any other person, firm or contractor, directly or indirectly, canvass or solicit for employment or engagement any personnel of either parties.

65. Other Terms and conditions

a. Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in this agreement. No right to employment in the Bank shall accrue or arise, at any point of time under this project.

Bank reserves the right to change the Service provider with three months' notice to the concerned person of the Company. A detailed agreement will be done with the service provider specifying roles and responsibilities.

The offered solution shall be subject to Bank's audit through off-site and on-site scrutiny at any time during the contract period.

Subcontracting: The Service provider shall not assign or transfer this contract or part thereof to any other party without written consent of the Bank and in case, it is allowed by the Bank, for the purpose of the liabilities under this Bid, the Service provider will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

66. Resolution of disputes and arbitration

BGB and the Service Provider shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the contract, by direct and informal negotiation between the designated officer of BGB and designated representative of the Service Provider. If designated officer of BGB and representative of Service Provider are unable to resolve the dispute within a reasonable period as deemed fit by the Bank, they shall immediately escalate the dispute to the senior authorized personnel designated by the BGB and Service Provider respectively. If the parties fail to resolve the dispute within 21 (Twenty-One) days after the commencement of such negotiations, BGB can:

I.Refer the dispute for arbitration, whereby one Arbitrator each shall be appointed by each party and the third Arbitrator (Umpire) shall be appointed by mutual consent of both arbitrators. This third Arbitrator shall preside over the Arbitration proceedings.

II.Within thirty (30) days of the receipt of the said notice, the arbitrators shall be appointed in writing.

III.The Arbitrators shall have its seat in Patna only.

IV. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Jurisdiction of Courts in Patna only.

V.Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the arbitrator.

VI. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

67. Applicable law and jurisdiction of court

This agreement shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Patna (with the exclusion of all other Courts).

68. PREVENTION OF CORRUPTION

i) The Service Provider shall not:

I.offer or agree to give any person working for or engaged by the BGB any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Service Provider and the BGB or any Governmental Authority; nor

II.enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the BGB or any other Governmental Authority by or for the Service Provider,

or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the BGB before execution of this Agreement.

ii) If the Service Provider (including any employee, Partner, or agent, in all cases whether or not acting with the Service Provider's knowledge) breaches the above provisions of Clause 69(i), I & II and/or the Prevention of Corruption Act, 1988 in relation to this Agreement or any other contract with the BGB, the BGB may terminate this Agreement by written notice with immediate effect.

iii) Any termination under the above clause 69 (i) & (ii) shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the BGB.

69. **Exit Transition Plan**

Due to business requirement BGB may close its offices during the contract period. In such case, BGB shall have right to surrender the link after one year by giving 3 months' notice period. Bank will not pay any charges to the service provider towards packing / forwarding / freight / transit insurance etc., for the equipment at the time of surrendering the link.

Notwithstanding, what has been stated above, for the purpose of interpretation of the responsibilities of the Service Provider under this Agreement, all the terms & conditions of this agreement shall prevail and shall be binding upon the Service Provider.

IN WITNESS WHEREOF the Parties have by duly authorised representatives set their respective hands and seal on the date first above written in the presence of:

BGB **SERVICE PROVIDER Signed**

Signed For and on behalf of the **For**

and on behalf of the Bihar Gramin Bank **……**

By:(signature)_ **By: (signature)**

(Name & Designation)_ **(Name & Designation)_**

WITNESSES:

1.

(Name, Designation, Organisation, and Signature)

2.

(Name, Designation, Organisation, and Signature)