



**REQUEST FOR PROPOSAL (RFP) for
Procurement of Laptops for IPPB staff
with buyback**

RFP NO: IPPB/CO/IT/2022/LAPTOPS

Date: 31/03/2022

India Post Payments Bank



Invitation for Request for Proposal (RFP)

IPPB invites proposals from reputed OEM / Authorized resellers for procurement of 1420 laptops for IPPB staff with buyback. This RFP may be downloaded by the bidders free of cost from the e-procurement website (www.eprocure.gov.in). All the documents and process related information are also published on the IPPB Website (www.ippbonline.com)

RFP Summary Sheet

Name of the company	India Post Payments Bank Limited	
Tender Reference Number	IPPB/CO/IT/2022/LAPTOPS	
Bid / Tender Fees (Non Refundable)	<p>Bidders shall submit non-refundable, Bid Processing Fee of Rs. 5,000/- (Five Thousand Only) in the form of NEFT from a scheduled bank to the credit of India Post Payments Bank Limited.</p> <p>Any bidder, claiming exemption from tender fees should submit the relevant documents else they will not be eligible for participation.</p> <p>Note: Bid documents once purchased cannot be transferred to another party</p>	
EMD Amount (Refundable)	<p>Rs. 20.00 Lacs (Twenty Lakhs Only) in the form of NEFT / RTGS / Bank Guarantee from a scheduled bank to the credit of/ in the name of India Post Payments Bank Limited.</p> <p>Any bidder, claiming exemption from submission of EMD amount should submit the relevant documents else they will not be eligible for participation.</p>	
Account number for Depositing EMD / Tender Fees	Name: India Post Payments Bank Limited A/c No.: 36071473569 IFSC: SBIN0000691 Bank: State Bank of India, Parliament Street, New Delhi	
Date of issue of the RFP	Date: 31/03/2022	Time: 13:00 Hrs
Pre-bid meeting date	Date: 07/04/2022	Time: 15:00 Hrs
Last date to seek clarification	Date: 07/04/2022	Time: 15:00 Hrs
Last Date and Time for RFP submission / upload of bids	Date: 21/04/2022	Time: 13:00 Hrs
Date and time for opening of Technical Bids	Date: 22/04/2022	Time: 13:00 Hrs

(Bidder Stamp & Signature)



Date & Time for opening of Commercial Bids / REVERSE AUCTION	To be communicated later	
Primary point of contact for technical queries	Name: Mr. Sachin Kadam, Senior Manager, IPPB Email: sachin.kadam@ippbonline.in	
Primary point of contact for RFP process	Name: Mr. Rishikesh Sharma Designation: Manager (Operations) Email: rishikesh.ks@ippbonline.in	
Place of Pre-bid meeting	India Post Payments Bank Ltd. 2 nd Floor, Speed Post Centre Building Bhai Veer Singh Marg, Gole Market New Delhi – 110001.	
Place of Bid submission and RFP Opening		
Address for Communication		

- 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 Central Public Procurement Portal (www.eprocure.gov.in) (hereon referred to as "CPP Portal") and / or on IPPB Website (www.ippbonline.com)
- 2) The copy of this document may be downloaded from the CPP 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) Bid processing fee and Earnest Money Deposit must accompany all RFP offers as specified in this RFP document and it should be handed over to the bank in a separate cover. The EMD, if submitted in Bank Guarantee form, should reach to above mentioned address of India Post Payments Bank Ltd on or before the closing date as mentioned in the above RFP timelines. This cover containing EMD in BG form shall be opened along with online Technical Bids.
- 5) The Bank reserves the right to reject any or all offers without assigning any reason.
- 6) All communication with regards to this request for proposal needs to be directed to IPPB directly either through email / hardcopy at the addresses mentioned above and within the stipulated time.
- 7) RFP offers will be opened in the presence of the bidder's representatives who choose to attend the opening of the RFP on the above-specified date, time, and place. A maximum of TWO representatives will be allowed who will be the authorized personnel. A letter of authorization has to be presented to the bank duly issued by the competent authority of the bidder company.
- 8) 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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- 9) Tender offers will be opened in the presence of the bidder's representatives who choose to attend the opening of the tender on the above-specified date, time and place. **The representative needs to carry an Authorization certificate** from their competent personnel to attend the meeting as per [Annexure XV – Pre-Bid Meeting Authorization letter](#)

Common terms of reference / definition

Sr	Definitions of some common terms & Abbreviations	
1)	Bank	India Post Payments Bank
2)	DoP	Department of Posts
3)	Bidder / Respondents	Applicants applying for this RFP and are interested in providing the product / services as per the RFP document.
4)	Document	Refers to this RFP document
5)	Contract / Agreement	Refers to the master services agreement (including service agreements, terms, and conditions etc.) to be signed between IPPB and the selected bidder
6)	Proposal / Bid / Application / Tender / Offer	Refer to the bid submitted by the bidder in response to the RFP herein.
7)	User	Refer to the Bank employees and other identified personnel
8)	Intellectual property Rights	Shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing)
9)	RFP	Request for Proposal
10)	Contractor /Supplier /Vendor	Final successful Bidder to whom the contract will be awarded
11)	EMD	Earnest money deposit
12)	CBS	Core Banking Solution
13)	OEM	Original Equipment Manufacturer
14)	SLA	Service Level Agreement
15)	MoU	Memorandum of Understanding
16)	IST	Indian Standard time GMT + 5:50
17)	INR / Rs	Indian Rupee
18)	PBG	Performance Bank Guarantee

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19)	SLA	Service Level Agreement
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Interpretations:

- Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- The singular includes the plural and vice versa.
- Reference to any gender includes each other gender.
- The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this RFP/Agreement.
- The Schedules, Annexures and Appendices to this RFP/Agreement shall form part of this RFP/Agreement.
- A reference to any documents or RFP/ agreements (and, where applicable, any of their respective provisions) means those documents or RFP/ agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or RFP/ agreements.
- A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this RFP/ Agreement is to be in writing.
- The terms not defined in this RFP/ agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

(Bidder Stamp & Signature)



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1. PART – A – GENERAL TERMS AND CONDITIONS

1.1 Introduction

India Post Payments Bank Limited ("IPPB") is a company incorporated and registered under Companies Act, 2013 and a payments banking company registered under section 22 (1) of the Banking Regulation Act, 1949 duly licensed by Reserve Bank of India. IPPB is engaged in conducting banking and payments business providing services to retail and corporate customers. IPPB has its Registered Corporate Office at Speed Post Center, Bhai Veer Singh Marg, New Delhi – 110 001.

The bank has pan-India presence with around 650 regional branches which are connected to approx. 1.55 lakh Post offices which will act as access points for the bank and its customers. During the initial setup of IPPB IT infrastructure, procurement of laptops was done in a phased manner for IPPB staff. These devices are currently being used for daily banking operations at all branches and Corporate Office. As most of these machines have outlived their shelf lives, therefore, the Bank is seeking to replace the old laptops with new laptops under buyback option.

The Bank is seeking to procure 1420 new laptops with buyback of 1181 old laptops. (Number is tentative and actual figures shall be communicated at the time of order placement). The technical specifications, delivery locations and other details of these laptops are described under [PART – B – BID SPECIFIC CLAUSES](#) of this document. Selection will be made based on the method as described in the following sections after meeting the eligibility criteria.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regards to this proposal needs to be directed to the addresses mentioned above.

1.2 Tender Fees

As part of the technical bid submission, the bidders are required to deposit the tender fees as mentioned under the invitation to RFP.

The bidders who are claiming tender fees exemption under MSME Act / or any other government provision(s) are required to fill in the details in the [Annexure V – Bidder Details](#) and attach the necessary documents.

1.3 EMD

The bidder shall furnish, as part of its Technical Bid, Earnest Money Deposit as mentioned in the Invitation to Bid. The earnest money deposit shall be denominated in Indian Rupees only. EMD can be deposited either in form of NEFT/ RTGS / Insurance Surety Bonds / Demand Draft / Fixed Deposit Receipt / Banker's Cheque or in form of Bank Guarantee as per [Annexure XIII – Bank Guarantee format for Earnest Money Deposit](#)

The bids not secured in accordance with the above will be rejected by the Bank as non-responsive.

The EMD may be forfeited:

- a) If the bidder withdraws its bid during the period of bid validity specified by the bidder

OR

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- b) In case of the successful bidder, if the bidder fails:
- I) To sign the contract within timelines stipulated in LOI
 - II) To furnish performance bank guarantee within timelines stipulated in LOI

Earnest Money Deposit of all bidders, except successful bidders, shall be refunded on declaration of successful bidders by obtaining claim letter from the bidders. In case of successful bidders, the same shall be refunded upon furnishing of the performance bank guarantee.

The bidders who are claiming EMD exemption under MSME Act / or any other government provision(s) are required to fill in the details in the [Annexure V – Bidder Details](#) and attach the necessary documents.

1.4 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English language.

1.5 Signature

The covering letter and all documents must be signed with the Bidder's name and by an Authorized Signatory of the Bidder, who is authorized to commit the Bidder to contractual obligations. All obligations committed by such signatories are liable to be fulfilled by the Bidders who would be selected to carry out the project as per the terms of this RFP.

All the commitments, obligations and responses (all the pages) against this RFP must be signed by the signatory of the Bidder and are enforceable through SLA / MSA and tender document which may be signed at the end of the bidding process.

1.6 Bid / RFP Submission Process

- i. Bank will not accept delivery of Bid in any manner other than that specified in this document. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- ii. An authorized signatory of the Bidder shall initial all the pages of the original Bid. The authorization shall be in the form of a written Power of Attorney in [Annexure XI – Power of Attorney for signing of application](#) accompanying the Bid or in any other form demonstrating that the signatory has been duly authorized to sign.
- iii. The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal using valid Digital Signature Certificates. More information useful for submitting online Bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
- iv. Bidders are required to enroll on the e-procurement module of the CPP Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment". Enrolment on the CPP Portal is free of charge.
- v. Bidder has to abide with the all the standard procedures and terms and conditions of the CPP portal. Bidders should also read the special instructions, manuals, etc as available on CPP portal.

(Bidder Stamp & Signature)



- vi. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- vii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- viii. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile. Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- ix. Bidder will then log in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token
- x. The Bidders should upload the scanned copies of all relevant certificates, documents etc. on <https://eprocure.gov.in/eprocure/app> in support of their RFP. The Bidder should sign on all statements, documents etc. uploaded by them owning responsibility for their authenticity. Bids must be submitted online by the last date and time indicated in the "Invitation to Bid".
- xi. Bidders are strongly advised not to wait till the last day for uploading and submitting their bids.
- xii. Owing to the current pandemic situation, the Submission of bid in Hard copy is optional. But, the bank will have a right to call for the hard copies (after due date of submission) of the CPP portal submission from all the participated bidders. The L1 bidder (as decided after the process completion) will be compulsorily required to submit the hard copies along with all the annexures.

If a bidder intends to submit the hard copy, then the same shall be submitted by the bidder addressed to **Senior Manager – IT** at the address specified above, within due date and time as mentioned in the RFP summary sheet. Technical bid and commercial bid should be sealed in separate envelopes and placed in one bigger envelope and sealed. This bigger envelop should be super-scribed with "**<Vendor Name> RFP for Procurement of Laptops for IPPB staff with buyback.**"

In case of discrepancy between documents uploaded and hard copy submission, **documents uploaded on CPP Portal will be treated as final.** Hard copy submissions, for which digitally signed soft copy is not uploaded on CPP Portal, would summarily be rejected.

- xiii. Bidders are required to submit bids as per the format specified in this document. Submission of the Bids in wrong format will result in the Bid being deemed non-responsive.

The following official(s) of IPPB shall be available for any assistance for this RFP

Sr	Name of Official	Designation	Email ID
1	Mr Sachin Kadam	Senior Manager (IT)	sachin.kadam@ippbonline.in
2	Mr Rishikesh Sharma	Manager (Operations)	rishikesh.ks@ippbonline.in

(Bidder Stamp & Signature)



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- xiv. The bids shall be submitted in two parts enclosed in two separate documents:
- Technical Bid
 - Commercial Bid

All the pages of the proposal including annexures and documentary proofs should be numbered and signed by the authorized signatory.

The proposal should be prepared in English in PDF format except the Price Offer which shall be in Excel Format.

1.7 Performance Bank Guarantee

The Performance security may be furnished in the form of Insurance Surety Bonds, AC Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Bank Guarantee from a commercial bank or online payment in the account of IPPB.

The successful bidder(s), whose bid is accepted, will be required to furnish Performance Bank Guarantee of **3 % of the purchase Order** or as decided by the Bank within the period specified (within 15 days of issue of letter awarding the tender as successful bidders). PBG should remain valid for a period of 3 months beyond the date of completion of all contractual obligations of the selected bidder. In case the bidder fails to deposit the said performance guarantee within the period as indicated above, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid Performance Guarantee.

The terms and conditions for the Performance Bank Guarantee are as follows:

- The Performance bank guarantee shall be in the standard format as per Annexure - [Annexure XIV – Bank Guarantee for Performance Guarantee](#)
- The Performance Bank Guarantee shall be issued by a Scheduled Commercial Bank in India.
- The Performance Bank Guarantee shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the successful Vendor
- The Performance Bank Guarantee so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the Performance Bank Guarantee has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- Each page of the Performance Bank Guarantee must bear the signature and seal of the BG issuing Bank and Performance Bank Guarantee number.
- In the event of the Vendor being unable to service the Agreement or causing delay in providing the requisite service for whatever reason, the Payment Bank reserves the right to invoke the Performance Bank Guarantee at its sole discretion.

(Bidder Stamp & Signature)

- vii. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the Agreement in the matter, the proceeds of the Performance Bank Guarantee shall be payable to Bank as compensation by the successful Vendor for its failure to complete its obligations under the Agreement. Bank shall notify the successful Vendor in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the successful Vendor is in default.
- viii. The Payment Bank shall also be entitled to make recoveries from the successful Vendor's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- ix. The Performance Bank Guarantee may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the successful Vendor under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

1.8 Public Procurement (Preference to Make in India), Order 2017

The bank will comply with the government guidelines on Public Procurement (Preference to Make in India), 2017 and its subsequent revision, and will evaluate the proposals as per the guidelines.

Bidders who want to avail the benefits as per the guidelines should submit the relevant documents / undertaking letter along with their technical bids duly signed by their statutory auditor or cost auditor (in case of companies) or from a practising cost accountant or chartered accountant (in respect of suppliers other than companies) giving the percentage of local content for each of the components of the BOQ.

Also the bidders to note that the RFP may or may not be divisible in nature. If the contract is divided among the bidders, then the delivery/ pickup locations will be as decided by the bank and the decision of the bank will be binding on all the bidders.

1.9 Compliance to Government Law

The Bank will adhere to the OMs no. 6/18/2019- PPD dated 23rd July and 24th July, 2020 & its subsequent notifications/ revisions issued by the Department of Expenditure (Ministry of Finance) of the Govt. Of India having guidelines regarding procurement from bidders from a country or countries which share land boundary with India. The bidders have to submit the registration certificate / undertaking along with the technical bid as per the attached format as [Annexure XVI – Undertaking](#).

1.10 Terms and Conditions

1.10.1 Period of validity of bids

The process of bid evaluation, approval and subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid **for 75 days** from the due date of submission of bids (from Due Date) as prescribed by the Bank for acceptance. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

(Bidder Stamp & Signature)



A quotation once accepted, shall be valid for further period of 9 months from date of acceptance of quotation / award of Purchase Order. Bank will be at liberty to place order within this period of 6 months.

1.10.2 Modifications and withdrawal of bids

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

1.10.3 Clarification of bids

A bidder requiring any clarification on this document may notify the bank in writing by e-mail at the email address provided in the "RFP Summary Sheet". Bidders shall send the queries only in the prescribed format specified in [Annexure IX –Query Format](#) mentioned in the document.

No requests for clarification will be accepted by telephone. Bank shall respond over email or in writing and post online any request for clarification of the RFP document that it receives until the date mentioned in RFP Summary Sheet. Any questions submitted post the clarification submission date shall not be considered by the bank. In no event will the bank be responsible for ensuring that bidder's inquiries have been received by the bank.

1.10.4 Erasures or alterations

The proposal / documents submitted by the bidder on the CPP portal would be considered as the official / final submission by the bidder.

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled. No columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given in this document, are liable for rejection. Correct technical information of the product / service being offered must be filled in. Filling in of the information using terms such as "OK", "accepted", "noted" may not be acceptable. The bank may treat offers not adhering to these guidelines as unacceptable.

1.10.5 Revised bids

If necessary, the bank reserves the right to call for revised technical or commercial bid from all the eligible bidders for the selection of the said RFP.

1.10.6 Non-transferable offer

This tender document is not transferable. Only the party to whom it is issued is entitled to submit the offer to the bank.

1.10.7 Confidentiality

The information given in this document is confidential and is for use by the bidder to whom it has been issued. Each party, i.e. the Bank and the bidder, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order/ Agreement confidential, including the price information.

(Bidder Stamp & Signature)



1.10.8 Cost and Currency

The offer must be made in Indian Rupees only.

The total price quoted should be inclusive of applicable duties, levies and charges, GST etc. All costs should be given in Figures and Words. No cost variation will be permitted other than statutory dues (Upward revision of service taxes / GST will be borne by the Bank and benefit of downward revision of taxes shall be passed by the bidder to the Bank).

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1.10.9 Compliance to Terms and Conditions

It is essential that all the bidders should agree to all the above-mentioned terms and conditions and they should submit one statement to that effect on the letterhead of the bidder along with the technical bid as per [Annexure I – Conformity Letter](#); otherwise the offer shall be rejected.

1.10.10 Applicable law and jurisdiction of court

This RFP 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 Delhi (with the exclusion of all other Courts).

1.11 Additional Terms and Conditions

Following additional terms and conditions shall apply to the evaluation process:

1.11.1 Bidder warranties

By submitting a Response, Bidder represents and warrants to the Bank that, as at the date of submission:

- i. the Bidder has fully disclosed to the Bank in its Responses all information which could reasonably be regarded as affecting in any way evaluation of the Response;
- ii. all information contained in the Bidder's Response is true, accurate and complete and not misleading in any way;
- iii. no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon IPPB's reputation if the Response is successful;
- iv. the Bidder will immediately notify IPPB of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or IPPB's reputation or render the Bidder unable to perform its obligations under the Service level agreement, if any or have a material adverse effect on the evaluation of the responses by; and

(Bidder Stamp & Signature)



- v. the Bidder has not and will not seek to influence any decisions of IPPB during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

1.11.2 Confidentiality

Bidder must keep confidential any information received from or about IPPB 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. Additionally, and at any point of the evaluation and selection process, Bank may require the Bidder to execute an NDA if the Bidder has not executed an NDA with Bank previously.

1.11.3 Not an offer to contract

This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. IPPB reserves the right to make no selection and enter into no agreement as a result of this RFP.

1.11.4 Bank's Right

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

The Bank will not have any discussion/negotiation on any of the clauses mentioned in the RFP. Any bidder who intends to participate in the RFP must undergo through the RFP inclusive of the documents and must agree to all the terms and conditions.

While the Bank has an annexure ([Annexure VIII – Comments on terms and conditions](#)) for the bidders to share their comments & suggestions on the terms and conditions of the RFP, the Bank has complete discretion to accept / reject the comments & Suggestions. The bidder will not seek any exemption in that regard and cannot exit the participation in the bid/refuse to acknowledge the LOI/PO.

Any doubt/clarity/query regarding the RFP must be raised in the pre-bid format.

1.11.5 Financial documents

IPPB may request additional financial/ business information from the Bidder at its discretion.

1.11.6 Selection criteria

The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid. Financial bids of those companies which do not meet the evaluation standard, will not be opened and processed further.

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1.11.7 Termination/or suspension of evaluation process

Bank reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but IPPB is not obliged to provide any reasons.

1.11.8 Other Rights

Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, IPPB may at any stage of the evaluation process:

- i. Require additional information from a Bidder;
- ii. Change the structure and timing of the evaluation process;
- iii. Terminate further participation in the evaluation process by a Bidder;
- iv. Negotiate with more than one Bidder;
- v. Terminate negotiations being conducted with a Bidder;
- vi. Vary or extend the timetable and evaluation process

1.11.9 Responsibility for Costs

Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing IPPB with the response, the revised response or any additional information).

1.11.10 Non-Reliance by Bidder

Bidder, by submitting a Response, acknowledges that:

- i. it does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by IPPB in writing;
- ii. it has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
- iii. Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.

1.11.11 IPPB 's right to vary

IPPB reserves the right to vary any aspect of this evaluation process, RFP without liability to Bidder. Where IPPB varies any aspect of this evaluation process or the agreement, the Bank shall notify the Bidder of that variation.

(Bidder Stamp & Signature)

1.11.12 Incorporation of Responses into agreement

The successful bidder as concluded by the Bank shall sign a service level agreement. Bank may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final service level agreement. The bank may require a successful Bidder to submit, before finalization of the service level agreement, details of issues which may affect their ability to act as a Bidder.

1.11.13 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 willful 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. Indemnifying Party will indemnify the Indemnified Party, if the claim of infringement is caused by
 - i. Indemnified Party's misuse or modification of the Service;
 - ii. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - iii. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
 - iv. Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
 - v. Information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (A) procure the right for Indemnified Party to continue using it, (B) replace it with a non-infringing equivalent, (C) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

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.

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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 above 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;

1.11.14 Representation and Warranties

Successful Bidder represents and warrants to the IPPB as follows:

- i. It has been duly incorporated in India and is valid as per the existing laws of India.
- ii. 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 successful Bidder shall continue to be its Employees and work under its discretion and shall not claim any employment from IPPB by the virtue of providing the services, irrespective of the location of their work. The payment of salary,

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- benefits and all related taxes for the employees of the respective party will be the sole responsibility of that party only.
- iv. Will not 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.
 - v. The signatory to this RFP and the agreement to be executed has due authority and power in its favour to execute this Agreement and bind and such authority and power is still valid and subsisting.
 - vi. This RFP and the Agreement to be executed constitutes legal, valid and binding obligations of such Party enforceable in accordance with its terms; and
 - vii. The execution and delivery of, and the performance of obligations under and in compliance with the provisions of this RFP and the Agreement to be executed will not result in: (i) a violation of any terms and conditions of Articles of Association, Memorandum of Association or any other relevant charter documents of respective party whereby the respective Parties are constituted; or (ii) a breach of, or constitute a default under, any instructions to which it is a party or by which it is bound; or (iii) a violation of any law or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or governmental agency or agreement to which it is a party or by which it is bound.
 - viii. That the successful Bidder is not misleading IPPB in any way;
 - ix. no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the successful Bidder threatened against or otherwise involving the successful Bidder which could have an adverse effect on its business, assets or financial condition or upon IPPB's reputation;
 - x. That the successful Bidder will immediately notify IPPB of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the successful Bidder business, assets or financial condition, or IPPB's reputation or render the successful Bidder unable to perform its obligations under the RFP and the agreement to be executed, if any or have a material adverse effect on the evaluation of the responses by Bank; and
 - xi. the successful Bidder has not and will not seek to influence any decisions of IPPB during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other successful Bidders

1.11.15 Non-Disclosure Agreement

As the successful bidder will have access to the data of the Bank, the Bank will require the successful bidder to sign a Non-Disclosure agreement undertaking indemnity for not disclosing or part with any information relating to the Bank and its data to any person or persons or authorities, without written consent of the Bank. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Bank against the bidder. Bidder shall sign Non-disclosure agreement within one month of issuing of purchase order failing which Bank will cancel the order and may take appropriate action against the bidder.

1.11.16 Order Cancellation

The bank reserves its right to cancel the order (fully or partially) in the event of work not done per the mutually agreed terms & conditions. In addition to the cancellation of the purchase order, the bank reserves the right to appropriate the damages from the performance bank guarantee (PBG) given by the bidder and/or foreclose the bank guarantee for damages /

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losses incurred by the bank. The vendor shall continue to fulfil the contract to the extent not terminated.

1.11.17 Non-transferable offer

This tender document is not transferable. Only the party to whom it is issued is entitled to submit the offer to the bank.

1.11.18 Force Majeure

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In case of a FM, the contract frees both parties (bank & the vendor) from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. However, this does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The parties have to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the vendor would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

1.11.19 Blacklisting:

If the bidder fails to perform the obligations as per this RFP and the agreed terms of this RFP, or withdraws his/her bid or his/her performance is found to be unsatisfactory by the Bank (India Post Payments Bank Ltd.), the Bank may at its sole discretion blacklist the bidder from participating in any offer by the Bank calling Bids, for a period of 5 years.

1.11.20 Intellectual Property Rights

The name, logo, design and other proprietary rights of the India Post Payments Bank (IPPB) is solely the property of IPPB and in no case the Bidder shall use the same, except for the purposes mentioned under this RFP and the agreement to be executed and exclusively for the IPPB only.

1.11.21 Liquidated damages

If the vendor fails to comply with the terms of this TENDER, 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 5% (five percent) of the contract value. In the event of deduction of 5% of the contract value under this RFP and agreement to be executed and in event of further compliance failure on part of the vendor, the bank 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 RFP and the Agreement to be executed.

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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 the TENDER.

1.11.22 Precedence of Documents

If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

1.11.23 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. 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:

1. 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.
2. 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.
3. Within thirty (30) days of the receipt of the said notice, the arbitrators shall be appointed in writing.
4. The Arbitrators shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
5. 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 Indian Courts only.
6. 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.
7. 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.

1.11.24 Governing Laws & Dispute Resolution

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 Delhi (with the exclusion of all other Courts).

1.11.25 Disclosure and return

In the event that you elect not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return

(Bidder Stamp & Signature)



this document and certify in writing to the bank, that all copies have been deleted in soft copy and destroyed, for hard copy.

1.12 Guidelines for Reverse Auction

- 1) The Reverse Auction will be carried on CPP portal and will be guided by the procedure of the CPP portal.
- 2) Tender Cum Auction is a combination of Tender Followed by Auction (Reverse Auction). It is also called as eRA.
- 3) In eRA, tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online. The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction.
- 4) Only such bidders who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.
- 5) After opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price (can be changed, if required), procuring entity will create Reverse Auction and publish the same.
- 6) The Techno-commercially qualified bidders will receive Auction information through SMS & email from the CPP portal. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse). It allows bidders multiple opportunities to offer a price.
- 7) **Procedure in submission of bids by the bidders during Reverse auction online.**
 - 6.1 Bidders shall login using their login ID & Password and then using DSC on CPP portal.
 - 6.2 Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified.
 - 6.3 For participating in Live Auction,
 - Click on Live Auction Button.
 - Click on View button to participate in interested Auction.
 - There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
 - On clicking Hammer Icon, system will show Start price, Decremental price and Current price against lot. Current Price appears as Blank in case no bidder has offered price.
 - Enter your Price in 'My Auction Price' in multiples of decremental value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
 - System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.
- 8) Terms and conditions for Reverse Auction are as follows:

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7.1 Reverse Auction will be initiated after opening of price bids. The schedule of Reverse Auction shall be intimated to the bidders by the system through their registered email and SMS to mobile number.

7.2 Only those bidders whose price bid has been opened by the Tender Inviting Authority shall be eligible to participate in Reverse process. However, in Reverse Auction process, the H1 bidder whose quote is highest during tender will not be allowed to participate as per H1 elimination process.

The H1 elimination process followed by IPPB is as under;

If the number of qualified bidders are equal to or more than 5 bidders, then the H1 bidder will be automatically eliminated from participating in the reverse auction process.

7.3 Bidders are advised to read the 'Reverse Auction terms and conditions' details of Reverse Auction event carefully, before auction event.

7.4 Reverse Auction can be held in two ways as indicated in the tender either on the Total overall cost of items / works or on Item wise/ Lot wise.

7.5 The 'Starting price' i.e. Start price and bid decrement price for Reverse Auction will be decided by the Tender Inviting Authority.

7.6 Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

7.6.1 Current Bid Price in the Auction.

7.6.2 Start Price.

7.6.3 Decrement value.

7.7 The bidding direction in case of Reverse Auction is downward.

7.8 In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.

For ex: Current price : - Rs. 49,000
Decrement value : - Rs. 1000 System Defined (As decided by TIA)
Maximum Seal % : - 50,

in this case a bidder can quote *minimum decrement amount* as

Rs 49,000-1000= Rs. 48,000 and

maximum decrement amount is 49000-24500- 1000=23500=24000*.

(* - Indicates rounding off the amount in this example)

This continues as an iterative process.

7.9 The system will not disclose the name of the L1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.

7.10 There shall be no communication between the Tender Inviting Authority and bidders and among bidders.

(Bidder Stamp & Signature)



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- 7.11 Bidders only see the lowest bid during Reverse auction. At no point of time will any bidder see the name of other bidders or the prices of bidders other than the lowest bid.
- 7.12 After the completion of the online reverse auction, all bidders who have participated in auction will see the L1 price in Auction and further processing will be done by Tender Inviting Authority.
- 7.13 In case of no participation by techno-commercially qualified bidders in Reverse Auction, the Tender price bids received during tender will be processed.
- 7.14 In case of auction on total value of items/ works, the successful bidder may be required to submit a letter as per [Annexure – XVIII : Compliance Statement cum Price confirmation letter – Reverse Auction](#) for price confirmation and rates of individual items / works within stipulated number of days after completion of Reverse Auction event, besides sending the same by registered post / courier to the tender inviting authority.
- 7.15 Any variation between the final bid value during RA and that in the confirmatory letter forwarded will be advised to re-work and submit.
- 7.16 Server time shall be the basis of Start Time and Closing time for bidding and shall be binding for all.
- 7.17 All electronic bids submitted during the reverse auction process shall be legally binding on the bidder.
- 7.18 The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
- 7.19 The last successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
- 7.20 If a bidder does not submit bid in the Reverse Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse Auction or the price quoted in the price bid, whichever is lower.
- 7.21 In case of disruption of service at the service provider's end while the Reverse Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Tender Inviting Authority in consultation with Application Administrator may decide to extend auction if required as per system malfunction procedure displayed in the home page of the website. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.
- 9) **Post auction procedure:** The Tender Inviting Authority will proceed with the Lowest Bid in the Reverse Auction for further processing.
- 10) **Schedule for Reverse Auction:** The Reverse Auction schedule will be intimated later on through e-mail and SMS after opening the price bid.
- 11) **Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in
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(Bidder Stamp & Signature)



those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue tilltimes extension is given during Reverse Auction. All bidders, regardless of their previous position, can submit their bid during the extension period also.

- 12) **Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees as indicated in the tender.
- 13) **Validity of bids:** Price shall be valid for a period of defined number of months from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 14) Bidders' bid will be taken as an offer to execute the work (or to award supply of the item) as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, action shall be initiated as per the tender terms and conditions.
- 15) The Tender Inviting Authority decision on award of contract shall be final and binding on all the Bidders.
- 16) The Tender Inviting Authority reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 17) The Tender Inviting Authority reserves the right to suspend or pause the reverse auction, if required. In such cases, as per discretion of Tender Inviting Authority, auction may be reopened.
- 18) The Tender Inviting Authority shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of Tender Inviting Authority shall be binding on the bidders.
- 19) Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and the organisation is not responsible for such eventualities.
- 20) Other terms and conditions shall be as per tender.
- 21) Bidder shall not divulge Bids or any other exclusive details of the organisation to any other party. If the Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action will be taken against such bidders as per banning procedure of the organisation.
- 22) Tender price bid (s) means the price bid (s) received during tendering for the items/ work/ services.

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- 23) Auction closing price bid means the lowest (highest) online price bid received after the completion of Reverse Auction.

2. PART – B – BID SPECIFIC CLAUSES

During the initial setup of IPPB IT infrastructure, procurement of laptops was done in phase manner for IPPB staff. These devices are used for daily banking operations at Corporate Office, CPC, Branches and Circle offices. The Bank proposes to procure new laptops for the staff with buyback option. The total no of laptops under buy back will be 1181 (approx.) and the number of new laptops to be procured will be 1420. The Bidder shall be responsible for delivery and installation of new laptops complying with technical specifications as mentioned in RFP, along with accessories and necessary documentation at respective locations. The bidder shall simultaneously arrange for picking up the buyback items from respective locations.

The make, model, and brief details for various laptops devices under buyback are mentioned below:

Table-1: Laptops under buyback- specifications

Sr	H/w Item	Make/ Model	Brief Specifications	Date of Purchase	Qty
1	Laptop	Dell Latitude 3460	Intel Core i5 7 th Gen, 4GB RAM, 500GB HDD SATA, Power Adapter, 14 inch display	Feb 2017	25
2	Laptop	HP 240 G5	Intel Core i5 7 th Gen, 4GB RAM, 500GB HDD SATA Power Adapter, 14 inch display	Nov 2017	35
3	Laptop	Lenovo L470	Intel Core i5 7 th Gen, 4GB RAM, 500GB HDD SATA Power Adapter, 14 inch display	Nov 2017	27
4	Laptop	HP Elite Book x360 1030G2	Intel Core i5 7 th Gen 8GB, 256 GB SSD	Sep 2018	4
5	Laptop	Lenovo v310	Intel Core i5 7 th Gen, 4GB RAM, 500GB HDD SATA Power Adapter, 14 inch display	Mar 2018	1090
				TOTAL COUNT	1181*

** Number is tentative and actual figure shall be communicated at the time of order placement*

A total of 1420 new laptops are to be supplied by the bidder with following Minimum Technical Specifications:

Table-2: New laptops - Minimum Technical Specifications

Sr	Details	Minimum Specifications
1	Processor and Chipset	AMD Ryzen 3 pro 5450U or 11 th Gen Intel Core i3: 1115G4 or above

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2	Memory	Min 8 GB, DDR4, 2666 MHz with one free slot for extension
3	Screen size (Display)	Min 14.0" Max 15.0" FHD (1920 x 1080) Anti-Glare, Non-Touch
4	Camera	720p HD, built-in
5	Hard Disk Drive	Min 512GB SSD NVMe or above
6	Graphics	Integrated Graphics
7	Connectivity	802.11 (n,ac,ax) dual band (2x2) wireless adapter, Bluetooth 5.0, Integrated Gigabit ethernet 10/ 100/ 1000
8	I/O Ports	a) 3XUSB 3.0 Type A b) 1XHDMI c) 1XVGA (onboard or through HDMI to VGA adapter). Adapter to be provided by the bidder. d) 1XGigabit Ethernet (RJ45) e) 1X Headphone / Mic Combo jack f) 1X Power jack
9	Speakers & Microphone	Integrated stereo speakers and Microphone
10	Keyboard & Touchpad	Spill resistant backlit Keyboard and Multi-touch Touchpad
11	Battery	3 cell battery with minimum 40 Whr or more capacity
12	AC Adapter	AC Adapter (3 pin Indian Adapter)
13	Operating System	Windows 11 Pro (64bit) with latest service packs Installed (without license key activation), License key will be Updated by Bank
14	Recovery Media	Windows 11 Pro OS Recovery Media 64-bit on USB drive.
15	Weight	<= 2.0 Kg (inclusive of batteries)
16	Carry Case	Back Pack
17	Certifications	a) ROHS compliance & Extended Producers Responsibility (EPR) OR EPEAT. b) UL, FCC, CE, Energy Star 8.0 or higher, ISO 27001, ISO9001, ISO14001, ISO 20000-1:2018 c) Optional : Certification : MIL Std, SA8000:2014
18	Warranty	5 years' onsite warranty for Laptop, battery and adapter with ADP (Accidental Damage Protection).
19	Security	TPM 2.0

The details of locations for delivery of new laptops with specifications as mentioned in [\(Table 2\)](#) and buyback laptops with specifications as mentioned in [\(Table 1\)](#) are given at [Annexure-XX](#)

2.1 Scope of work

The below is the broad scope of work. The bidders are required to go through the complete RFP document thoroughly. The obligations/ responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

2.1.1 Technical Information

(Bidder Stamp & Signature)



1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications mentioned at [Table 2](#) and should not be end of life or support for a period of 5 years from the date of acceptance.
2. The bidder should supply the laptops with all necessary accessories as per the specifications, features and functionalities mentioned in this RFP at respective locations.
3. The bidder shall be fully responsible for installation and commissioning of the laptops which includes unpacking, uncrating, inspection etc., for which the bank shall provide the required space. While installation the bidder shall check physical availability of items as per the packing list/ invoices. The bidder shall have to arrange for all tools/ equipment required for installation and maintenance. Any discrepancy observed between ordered and delivered items has to be brought to the notice of the concerned bank officer.
4. The bidder shall submit Installation-cum-Acceptance Certificate as per format prescribed by Bank, duly signed by the IPPB officials of respective locations. On successful removal of laptops from all the locations, the bidder has to submit declaration along with details of laptops collected, to the Bank's officials at IPPB Corporate Office Delhi, within 120 days of issuance of LoA/PO.
5. Pre-Installation at Factory Level
 - i. The successful bidder shall be provided with the configuration settings like partitioning details, hostname, IP address, standard software application, chrome browser and utilities for installation and/or dump etc. The same needs to be carried out on all the laptops prior to delivery (i.e. preinstalled at factory level).
 - ii. The successful bidder should install the operating system along with latest patches at factory level.
6. The successful bidder will be responsible for affixing asset tags on each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the logo of both the Bank and successful bidder along with other details like warranty validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.

Further, it is clarified that Tagging software & thermal printers are not required to be delivered to the Bank. However, bidder has to arrange for stickers and Asset tagging needs to be done as per Bank nomenclature.
7. Bidder has to arrange for taking backup of existing Laptop for data migration from the existing machine to new machine (Laptop). The respective owner shall signoff the same.
Bidder has to format the old device to avoid recovery of any customer data.
8. Bidder has to update the latest OS patches before hand over of Laptop to IPPB official.
9. Bidder will configure Laptops for using The Bank's Core Banking application, joining with Bank's Active Directory and PC naming as per the specifications provided by The Bank. The Bank will provide the required software.
10. The bidder would also be required to install The Bank's licensed version of antivirus and other authorized software and patches, as and when required.
11. The Models offered should strictly conform to the specifications given in the product literature published by respective OEM and these models should be supported for a

(Bidder Stamp & Signature)



minimum period of 5 years by the OEM. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Bank shall reserve right to ask for PoC on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.

12. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered. The Bank reserves the right to place orders at the higher specifications offered by the Bidders.
13. All claims for functional/ technical delivery made by the Bidders in their responses to the RFP shall be assumed as deliverable, within the quoted financials.
14. In case of any damage to the property of the location where the equipment are to be delivered/ installed, during equipment delivery and installation attributable to the bidder, bidder has to replace the damaged property at its own cost.
13. The Bank will conduct PDI (Pre-Dispatch Inspection) either by bank official or by third party to assess the quality of build of the new devices beforehand. The bidder shall support for the same and any parts found not in compliance, same shall be replaced by the bidder without any cost to the bank.

2.1.2 Warranty

1. The warranty should be onsite comprehensive 24 X 7 X 365 with back to back support from the OEM for a period of 5 years from date of acceptance with a coverage of Accidental Damage Protection (ADP).
2. Service Window – the service window would be 9am to 7pm (business days).
3. The Warranty should cover all parts including updates, upgrades of software, battery, adapter with power cable, replacement or repair of defective parts or systems and support for its proper operation, performance and output at no cost to Bank.
4. The warranty period specified above is the minimum required, however, the Bidders are at liberty to offer a higher warranty period and the bank reserves the right to avail of the longer warranty period offered. No additional cost whatsoever would be paid by the bank.
5. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
6. The bidder will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software. The bidder will provide support for hardware and pre-installed software components including OS during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.
7. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank. If any of the peripherals/ components are not available during the Warranty period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity, without any cost to the Bank. If any repair estimate required by Bank, bidder shall provide the same without any extra cost to Bank.
8. In case some equipment/device is declared by the bidder as beyond repairs during warranty, the bidder shall provide a replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.

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2.1.3 Support

1. The bidder should provide comprehensive on-site 24 X 7 X 365 support free of cost, during the entire period of the contract.
2. Service Window – the service window would be 9am to 7pm (business days).
3. Any worn or defective parts withdrawn from the equipment and replaced by the Bidder shall become the property of the Bidder and the parts replacing the withdrawn parts shall become the property of Bank. Bidder has to ensure that bank data if any has been permanently erased from the defective part and is not retrievable.
4. Call logging : The bidder should provide centralized complaint booking facility to the bank. The method of booking complaints shall be e-mail toll-free number, on-line portal, web etc. The Bank will log call to the bidder central help desk only. The call logging from Bank side would be from Branch locations. It would be the responsibility of bidder engineer to coordinate with OEM, if required, for resolution of the call. The bidder should provide escalation matrix for support, technical and project related issues. Monthly report to be shared with bank.

2.1.4 Delivery Locations:

1. Location wise requirement of new hardware and hardware under buyback at each location is given in [Annexure –XX](#).
2. However, number of items to be delivered at particular location and delivery locations may undergo change without changing the overall number of items. Changes, if any, shall be advised at the time of placing the order with L1 vendor(s).
3. Bank reserve the right to place the order with respective vendor for all the items in single or multiple lots within the bid validity period.

2.1.5 Return Material Authorization (RMA)

1. The replacement unit during warranty has to be shipped by OEM to the location and the bidder should install, configure and integrate the same. Once confirmed on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM. The bidder should ensure low level formatting of the laptop in presence of the bank officials before taking back the old laptop.
2. All charges towards replacement has to be borne by the bidder. No charges whatsoever would be paid by the Bank.

2.1.6 Shifting

1. The Bank may, during the tenure of the project may shift the equipment to other Bank branch locations within the Country.
2. The Warranty terms would not be considered as violated if shifting of equipment takes place. The vendor is required to update their database and provide support, warranty etc., for the shifted devices at the new location.

2.1.7 On-site Engineer

1. The bidder to deploy one on-site engineer/manager at the bank's office, at location specified by Bank after dispatch of laptops to various locations for coordination with the locations for delivery, installation etc.
2. Start date of deployment of engineer/manager, will be mutually discussed and

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decided.

3. Role of the engineer will be close coordination among the banks offices, bidder's office and other stakeholders for ensuring smooth delivery, installation and acceptance of laptops.

2.2 Responsibility of the Bank

1. Make available the standard application/ utility software (excluding O/s), partition details, hostname, IP address etc., for installation/configuration at the bidders' factory, prior to delivery.
2. Make available site for installation with power, space, cabling.
3. The bank or its outsourced partner from central location would be logging all calls with the vendor's central help desk and coordinating for call closure.
4. Provide details of contact person at the location/office who would be coordinating during installation.

2.3 Service Level Agreement

1. The Bidder will take total responsibility for the fault free operation of the laptops and maintenance during the warranty period of five years.
2. Service Window – the service window would be 9am to 7pm (business days).
3. "Downtime" shall mean the time period for which the Assets and/or specified services/ components with specified technical and service standards are not available to users.
4. "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) the issue.
5. The response time shall be 6 hours for all the locations and Mean Time To Restore (MTTR) should be a business day. This will be from the time the call is logged.
6. The vendor's hardware engineer will report at the bank's office of reporting of breakdown through telephone/ email or portal to the vendor's centralized helpdesk as per call logging and escalation matrix.
7. Liquidity Damages would be charged for shortfall in performance compliance level.
8. The Downtime calculated shall not include any:
 - i. Failure due to bank (Power, cabling fault, servers etc.)
 - ii. Planned maintenance time / scheduled downtime will include activities like asset delivery, replacement of assets in case got faulty, Windows got corrupted etc, and
 - iii. Force Majeure.

2.4 Liquidated Damages and Penalty

The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, acceptance, warranty, maintenance, uptime etc. of the deliverables) by the Bidder.

The details of LD for various services are as under:

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2.4.1 Delay in Delivery

- a) If the vendor fails to deliver the equipment within FOUR weeks from the date of PO, LD of 0.5% of the Order Value for every week's delay or part thereof, subject to a maximum of 5% of the order value, will be imposed by the bank.
- b) In case the delay exceeds TEN weeks, the bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

2.4.2 Delay in installation

- a) If the vendor fails to install/configure the items within TWO weeks from date of delivery, the bank will impose an LD of 0.5% of the equipment value of the late installed item for each week's delay or part thereof, subject to a maximum of 5% of the order value.
- b) However, no penalty will be imposed for the durations leading to delays in installation due to reasons solely attributable to the Bank. The vendor will be required to inform the banks well in advance the installation schedule/ plan to enable the Bank to make the site ready and obtaining downtime etc.

2.4.3 Penalty for Shortfall in Performance Compliance Level

- a) In case faulty laptop/s are not repaired/ replaced as defined in the SLA clause above, Bank shall impose a penalty of Rs. 100 (Plus GST) per day of delay. However, the total Penalty to be recovered under this clause shall be restricted to 5% (Plus GST) of the total value of the order.
- b) The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or vendor will be advised to pay the same.
- c) However, no penalty will be imposed for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.

2.5 Multiple occurrence

If during the warranty period, any hardware and/ or software items supplied by the bidder fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent/ superior new hardware items by the bidder at no additional cost to the Bank

2.6 Acceptance

1. The acceptance / performance test will be performed after completion of installation of all the equipment/ devices at the location. Complete hardware and Software as specified in the RFP must have been supplied & installed properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
2. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and/ or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted, and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
3. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding

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component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made by the bank to the bidder.

4. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.
5. The Bank's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
6. Acceptance test would be carried at the time of installation by the bank official.

Sr	Nature of activity	Remarks
1.	Physical Delivery	Delivery of ordered items along with accessories, cables, manuals etc. as per order.
2.	Installation and configuration	The bidder shall generate the configuration/ specification report from the laptop and present the printout of the same along with installation report to the branch/office for their verification & signature.
3.	Acceptance Certificate.	Commissioning of hardware and Passing of acceptance testing, which would be carried at the time of installation/ commissioning (as per Bank defined format)

7. Acceptance Date

- I. Bidder shall submit all the duly signed Installation Certificates at Bank's Corporate Office in New Delhi.
- II. For the convenience of the bidder and the Bank, single acceptance date would be arrived for the entire lot of purchase by taking the date of installation and acceptance of the last laptop as the final acceptance date. Accordingly, the warranty period of 5 years starting from the date of acceptance, shall be determined and conveyed to the bidder in writing.
- III. The back to back warranty certificate from OEM should be from date of acceptance and the same to be submitted for release of final payment.
- IV. The bidder should take into account the above, while entering back to back agreement with OEM for warranty and support.

2.7 Minimum Technical Specifications

The minimum technical specification of laptops is as under

Sr	Details	Minimum Specifications
1	Processor and Chipset	AMD Ryzen 3 pro 5450U or 11th Gen Intel Core i3: 1115G4 or above
2	Memory	Min8 GB, DDR4, 2666 MHz with one free slot for extension

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3	Screen size (Display)	Min 14.0" Max 15.0" FHD (1920 x 1080) Anti-Glare, Non- Touch
4	Camera	720p HD, built-in
5	Hard Disk Drive	Min 512GB SSD NVMe or above
6	Graphics	Integrated Graphics
7	Connectivity	802.11 (n,ac,ax) dual band (2x2) wireless adapter, Bluetooth 5.0, Integrated Gigabit ethernet 10/ 100/ 1000
8	I/O Ports	a) 3XUSB 3.0 Type A b) 1XHDMI c) 1XVGA (onboard or through HDMI to VGA adapter). Adapter to be provided by the bidder. d) 1XGigabit Ethernet (RJ45) e) 1X Headphone / Mic Combo jack f) 1X Power jack
9	Speakers & Microphone	Integrated stereo speakers and Microphone
10	Keyboard & Touchpad	Spill resistant backlit Keyboard and Multi-touch Touchpad
11	Battery	3 cell battery with minimum 40 Whr or more capacity
12	AC Adapter	AC Adapter (3 pin Indian Adapter)
13	Operating System	Windows 11 Pro (64bit) with latest service packs Installed (without license key activation), License key will be Updated by Bank
14	Recovery Media	Windows 11 Pro OS Recovery Media 64bit on USB drive.
15	Weight	<= 2.0 Kg (inclusive of batteries)
16	Carry Case	Back Pack
17	Certifications	a) ROHS compliance & Extended Producers Responsibility (EPR) OR EPEAT. b) UL, FCC, CE, Energy Star 8.0 or higher, ISO 27001, ISO9001, ISO14001, ISO 20000-1:2018 c) Optional : Certification : MIL Std, SA8000:2014
18	Warranty	5 years' onsite warranty for Laptop, battery and adapter with ADP (Accidental Damage Protection).
19	Security	TPM 2.0

2.8 Buyback of laptops

1. Hardware items under buyback will be sold by the Bank on "as is where is" basis and purchase price of these items once accepted by the Bank cannot be withdrawn by the vendor.
2. It would be vendor's responsibility to collect the laptops from respective locations of the bank. Bank will not bear any transportation charges, or any other expenses incurred while collecting the old hardware. If there is any delay in handing over of laptops by the bank location/ office the same should be communicated in writing. The bank will not provide any transportation.
3. The bidder has to carry out low level formatting of the hard disk of laptops before collecting it from respective locations and ensure that data has been permanently erased from the hard disk. A certificate in this regard has to be given by the Bidder to the respective individual.

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4. On successful removal of laptops from all the locations, the bidder has to submit declaration along with details of laptops collected, to the Bank's officials at IPPB Corporate Office Delhi, within 120 days of issuance of LoA/PO.
5. It would be vendor's responsibility to collect the left over buyback items, if any, from respective IPPB locations. IPPB will not provide any transportation towards this.
6. After 90 days of issuance of PO, if buyback laptops are not collected by bidder from the respective locations, laptops will be disposed off by the bank as per internal policy.
7. It would be vendor's responsibility to ensure safe disposal of e-waste comprising discarded hardware/ electrical/ electronic equipment/ components taken under buyback or other arrangement.

Brief Specifications of the H/w items under buyback :

Sr	H/w Item	Make/ Model	Brief Specifications	Date of Purchase	Qty	Location/
1	Laptop	Dell Latitude 3460	Intel Core i5 7 th Gen, 4GB RAM, 500GB HDD SATA, Power Adapter, 14 inch display	Feb 2017	25	Mumbai/Delhi
2	Laptop	HP 240 G5	Intel Core i5 7 th Gen, 4GB RAM, 500GB HDD SATA Power Adapter, 14 inch display	Nov 2017	35	Mumbai/Delhi
3	Laptop	Lenovo L470	Intel Core i5 7 th Gen, 4GB RAM, 500GB HDD SATA Power Adapter, 14 inch display	Nov 2017	27	Mumbai/Delhi
4	Laptop	HP Elite Book x360 1030G2	Intel Core i5 7 th Gen 8GB, 256 GB SSD	Sep 2018	4	Delhi
5	Laptop	Lenovo v310	Intel Core i5 7 th Gen, 4GB RAM, 500GB HDD SATA Power Adapter, 14 inch display	Mar 2018	1090	Pan India IPPB Branches. State wise list as under
TOTAL COUNT					1181*	

Locations for Laptop Make/Model : Lenovo v310

Sr.No	Circle Name	Count of Laptops
1	Andhra Pradesh	62
2	Assam	25
3	Bihar	65
4	Chhattisgarh	36
5	Corporate Office	36

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Sr.No	Circle Name	Count of Laptops
6	Delhi	6
7	Gujarat	45
8	Haryana	32
9	Himachal Pradesh	19
10	Jammu & Kashmir	12
11	Jharkhand	29
12	Karnataka	55
13	Kerala	31
14	Madhya Pradesh	71
15	Maharashtra	76
16	North East	39
17	Odisha	57
18	Punjab	29
19	Rajasthan	53
20	Tamilnadu Circle	81
21	Telangana	41
22	Uttar Pradesh	124
23	Uttarakhand	15
24	West Bengal	52
	Grand Total	1091*

* Number is tentative and actual figure shall be communicated at the time of order placement

2.9 Additional Terms and Conditions

2.9.1 Price

The total price quoted should be inclusive of all costs, charges and expenses for supply and buyback of laptops at various branches across India. Price quoted shall also be inclusive of applicable duties, levies and charges, local taxes etc. Applicable GST has to be specified separately in the Price Offer format. No cost variation will be permitted other than statutory dues (Upward revision of GST will be borne by the Bank and benefit of downward revision of taxes shall be passed by the bidder to the Bank). The financial bid should be submitted in the Price Format given in [Annexure-XII](#).

2.9.2 Invoicing and Payment terms

Separate Invoice for supply and buyback of laptops needs to be raised for each branch as per order placed. The GST numbers of all the locations will be shared with the successful bidder at the time of placement of order. The invoice will be settled centrally at Corporate Office. Invoice shall be paid within 30 days of receipt of invoice completed in all aspects supported with installation cum acceptance certificate signed and stamped by respective bank officials.

(Bidder Stamp & Signature)



2.9.3 Delivery and Buyback schedule

1. The bidder shall ensure that the ordered items are delivered within FOUR weeks from the date of issuance of PO, irrespective of the location of supply. The bidder shall note that in case bidder fails to supply within the said period, LD as described in Clause 2.4 shall be levied by the bank.
2. The bidder shall ensure the installation/ configuration of the laptops as per RFP within TWO weeks from date of delivery. Otherwise, LD as described in Clause 2.4 shall be levied.
3. The bidder has to collect the buyback items within 90 days of issuance of PO, irrespective of the location. If buyback laptops are not collected by bidder from the respective locations, laptops will be disposed off by the bank as per internal policy.
4. On successful removal of laptops from all the locations, the bidder has to submit declaration along with details of laptops collected, to the Bank's officials at IPPB Corporate Office Delhi, within 120 days of issuance of LoA/PO.

2.10 Bid Evaluation

2.10.1 Opening of RFP

For bids received within the prescribed closing date and time, the Technical Bids will be opened in the presence of bidders' representatives who choose to attend the opening of the offer on the date and time decided by the Bank as mentioned in this document; any change shall be informed to bidders through CPP portal/ Bank's website/ e-mail to the authorized representative. The representatives of bidders' present shall sign a register of attendance.

Only of the bidders, who have been deemed qualified in technical evaluation, commercial bid will be opened on prospective dates which will be communicated through CPP portal / Bank Website/ email.

2.10.2 Bidder Eligibility Criteria

To be considered for selection by the Bank, the bidders should meet the following criteria:

Eligibility Criteria:

Sr	Criteria	Documents to be submitted
1	The Bidder shall be OEM/ Authorised reseller of Laptops	Declaration in case of OEM and Manufacturer's Authorization Certificate as per Annexure IV – Manufacturer Authorization Form if authorized dealer / distributor.
2	The Bidder should have minimum average Turnover of Rs. 5 Crore per annum in past three years (2018-19, 2019-20 and 2020-21)	Copy of the audited balance sheets for the last three financial years along with CA certificate mentioning the turnover.
3	The minimum average Turnover of the OEM should be Rs. 40 Crore per annum in past three years (2018-19, 2019-20 and 2020-21)	Certified Audited Balance Sheets of relevant periods or a certificate from the CA indicating the turnover details for the relevant period

(Bidder Stamp & Signature)



Sr	Criteria	Documents to be submitted
4	Bidder should have positive net worth in three of the last four financial years i.e. (2017-18, 2018-19, 2019-20 and 2020-21).	Certificate to be submitted from the company CA mentioning the same for the relevant period.
5	<p>Past Experience-</p> <p>A) The Bidder or its OEM should have regularly manufactured and supplied laptops to any Central/ State Govt Organization/ PSU/ Public Listed Company for minimum 3 years.</p> <p>AND</p> <p>B) The bidder/ OEM should have undertaken at least one project of supply of minimum 1100 laptops in last three financial years</p> <p>OR</p> <p>The bidder/ OEM should have undertaken at least two projects of supply of minimum 700 laptops each in last three financial years</p> <p>OR</p> <p>The bidder/ OEM should have undertaken at least three projects of supply of minimum 400 laptops each in last three financial years</p>	<p>Documentary evidence like relevant copies of Purchase Order/ Letter of Intent/ Satisfactory Working Certificates/ Completion Certificates/ Payment Receipt from client that confirms the required point.</p> <p>Details to be provided as per Annexure VII – Past Experience</p>
6	Bidder should not have been Blacklisted / debarred from any of the Central / State Governments / PSU / Regulatory Institution in India as on the date of RFP submission.	Bidder has to submit a Declaration in the format as mentioned in the Annexure X – Self Declaration of this RFP document.
7	As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the execution of such contracts in pursuance of this policy. All Bidders have to submit an “integrity pact” as per format provided by the Bank on non-judicial stamp paper of requisite value	Duly signed and stamped Annexure XVII – Integrity Pact
8	Bidder to have service centers / serviceable areas for all the delivery locations as mentioned in the 3.21 Annexure XX – Delivery and Buyback Locations	Duly stamped and signed Undertaking mentioning the same.
9	Details of -	All details to be submitted on Bidder's letter head

(Bidder Stamp & Signature)



Sr	Criteria	Documents to be submitted
	a) Dedicated Toll Free number / Contract Centre Details/ Service Support Details b) Escalation Matrix	

2.10.3 Shortlisting of Bidders - Technical evaluation

For responses received within the prescribed closing date and time the Bank will scrutinize the offers received to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.

The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by IPPB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission.

2.10.4 Commercial Evaluation

The Commercial bids will be evaluated on the basis of the rates quoted by technically qualified vendors.

For commercial evaluation, the rate quoted by bidders for buyback laptops shall be subtracted from the rate quoted for new laptops.

Sr	Item Description	Quantity (Taken as only)	Basic Rate (Excluding GST)
1.	New Laptop	1	A
2.	Buyback laptop	1	B

$$\text{Final Quote} = (1 \times A) - (1 \times B)$$

As illustrated above, lowest quote shall be obtained after deducting the buyback laptop price from the new laptop price.

The bidder with the lowest commercials after reverse auction will be declared as L1 bidder and awarded the Contract.

(Bidder Stamp & Signature)



2.11 Bid Submission Process

2.11.1 Documents for Technical Bid

Interested and eligible bidders may submit their proposal in the prescribed format (enclosed here) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the bank through the CPP Portal.

Sr	Document Description	Submitted (Yes / No)
1.	Tender Fees and its details	
2.	EMD Amount	
3.	Document for EMD and Tender fees exemption (Submit only if exemption is claimed)	
4.	Duly signed and stamped RFP document along with all the issued corrigendum's, as a token of acceptance of terms and conditions of RFP.	
5.	Duly filled Annexure I – Conformity Letter	
6.	Duly filled Annexure II – Eligibility Criteria Compliance along with supporting documents	
7.	Duly along with filled Annexure III – Minimum Technical Specifications Compliance sheet , supporting brochure/ documents	
8.	Duly filled Annexure IV – Manufacturer Authorization Form	
9.	Duly filled Annexure V – Bidder Details	
10.	Duly filled covering letter as per Annexure VI – Bidder Response Cover Letter	
11.	Duly filled Annexure VII – Past Experience	
12.	Comments on T&C if any from the bidder per Annexure VIII – Comments on Terms and Conditions, Services and Facilities	
13.	Duly Filled self-declaration as per Annexure X – Self-Declaration	
14.	Duly filled Annexure XI – Power of Attorney for signing of application	
15.	Duly filled Annexure XII – Commercial Bid format	
16.	Duly filled Annexure XVI – Undertaking	
17.	Duly signed and stamped Annexure XVII – Integrity Pact	
18.	Duly filled Annexure XVI – Compliance Statement cum Price Confirmation letter – Reverse Auction	
19.	Duly filled Annexure XIX – Malicious Code Certificate	

2.11.2 Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in [Annexure XII – Commercial Bid format](#)

A masked [Annexure XII – Commercial Bid format](#) should be submitted in Technical offer

(Bidder Stamp & Signature)



The Commercial Offer should give all relevant price information as per [Annexure XII – Commercial Bid format](#) and should not contradict the Technical Bid document in any manner.

(Bidder Stamp & Signature)



3. PART – C – ANNEXURES

3.1 Document Checklist

Sr	Document Description	Submitted (Yes / No)
1.	Tender Fees and its details	
2.	EMD Amount	
3.	Document for EMD and Tender fees exemption (Submit only if exemption is claimed)	
4.	Duly signed and stamped RFP document along with all the issued corrigendum's, as a token of acceptance of terms and conditions of RFP.	
5.	Duly filled Annexure I – Conformity Letter	
6.	Duly filled Annexure II – Eligibility Criteria Compliance along with supporting documents	
7.	Duly along with filled Annexure III – Minimum Technical Specifications Compliance sheet supporting brochure/ documents	
8.	Duly filled Annexure IV – Manufacturer Authorization Form	
9.	Duly filled Annexure V – Bidder Details	
10.	Duly filled covering letter as per Annexure VI – Bidder Response Cover Letter	
11.	Duly filled Annexure VII – Past Experience	
12.	Comments on T&C if any from the bidder per Annexure VIII – Comments on Terms and Conditions, Services and Facilities	
13.	Duly Filled self-declaration as per Annexure X – Self-Declaration	
14.	Duly filled Annexure XI – Power of Attorney for signing of application	
15.	Duly filled Annexure XII – Commercial Bid format	
16.	Duly filled Annexure XVI – Undertaking	
17.	Duly signed and stamped Annexure XVII – Integrity Pact	
18.	Duly filled Annexure XVI – Compliance Statement cum Price Confirmation letter – Reverse Auction	
19.	Duly filled Annexure XIX – Malicious Code Certificate	

(Bidder Stamp & Signature)



3.2 Annexure I – Conformity Letter

(To be submitted on company letterhead)

To,

The Senior Manager,
India Post Payments Bank
Corporate Office, 2nd Floor,
Speed Post Centre Building,
Bhai Veer Singh Marg,
Gole Market, New Delhi – 110 001.

Sir,

Sub: - Response to the India Post Payments Bank for **Procurement of Laptops for IPPB staff with buyback.**

Further to our proposal dated DD.MM.YYYY, in response to the RFP document (hereafter referred to as "RFP DOCUMENT") issued by India Post Payments 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 [Annexure VIII – 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

(Bidder Stamp & Signature)



3.3 Annexure II – Eligibility Criteria Compliance

Sr	Criteria	Documents to be submitted
1	The Bidder shall be OEM/ Authorised reseller of Laptops	Declaration in case of OEM and Manufacturer's Authorization Certificate as per Annexure IV – Manufacturer Authorization Form if authorized dealer / distributor.
2	The Bidder should have minimum average Turnover of Rs. 5 Crore per annum in past three years (2018-19, 2019-20 and 2020-21)	Copy of the audited balance sheets for the last three financial years along with CA certificate mentioning the turnover.
3	The minimum average Turnover of the OEM should be Rs. 40 Crore per annum in past three years (2018-19, 2019-20 and 2020-21)	Certified Audited Balance Sheets of relevant periods or a certificate from the CA indicating the turnover details for the relevant period
4	Bidder should have positive net worth in three of the last four financial years i.e. (2017-18, 2018-19, 2019-20 and 2020-21).	Certificate to be submitted from the company CA mentioning the same for the relevant period.
5	<p>Past Experience-</p> <p>A) The Bidder or its OEM should have regularly manufactured and supplied laptops to any Central/ State Govt Organization/ PSU/ Public Listed Company for minimum 3 years.</p> <p>AND</p> <p>B) The bidder/ OEM should have undertaken at least one project of supply of minimum 1100 laptops in last three financial years</p> <p>OR</p> <p>The bidder/ OEM should have undertaken at least two projects of supply of minimum 700 laptops each in last three financial years</p> <p>OR</p> <p>The bidder/ OEM should have undertaken at least three projects of supply of minimum 400 laptops each in last three financial years</p>	<p>Documentary evidence like relevant copies of Purchase Order/ Letter of Intent/ Satisfactory Working Certificates/ Completion Certificates/ Payment Receipt from client that confirms the required point.</p> <p>Details to be provided as per Annexure VII – Past Experience</p>
6	Bidder should not have been Blacklisted / debarred from any of the Central / State Governments / PSU / Regulatory Institution in India as on the date of RFP submission.	Bidder has to submit a Declaration in the format as mentioned in the Annexure X – Self Declaration of this RFP document.

(Bidder Stamp & Signature)



Sr	Criteria	Documents to be submitted
7	As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the execution of such contracts in pursuance of this policy. All Bidders have to submit an "integrity pact" as per format provided by the Bank on non-judicial stamp paper of requisite value	Duly signed and stamped Annexure XVII – Integrity Pact
8	Bidder to have service centers / serviceable areas for all the delivery locations as mentioned in the 3.21 Annexure XX – Delivery and Buyback Locations	Duly stamped and signed Undertaking mentioning the same.
9	Details of – a) Dedicated Toll Free number / Contract Centre Details / Service Support Details b) Escalation Matrix	All details to be submitted on Bidder's letter head

(Bidder Stamp & Signature)



3.4 Annexure III – Minimum Technical Specifications Compliance Sheet

Offered Make : _____

Offered Model : _____

Sr	Details	Minimum Specifications	Offered Specification	Compliance (Yes/No)
1	Processor and Chipset	AMD Ryzen 3 pro 5450U or 11th Gen Intel Core i3: 1115G4 or above		
2	Memory	Min8 GB, DDR4, 2666 MHz with one free slot for extension		
3	Screen size (Display)	Min 14.0" Max 15.0" FHD (1920 x 1080) Anti-Glare, Non-Touch		
4	Camera	720p HD, built-in		
5	Hard Disk Drive	Min 512GB SSD NVMe or above		
6	Graphics	Integrated Graphics		
7	Connectivity	802.11 (n,ac,ax) dual band (2x2) wireless adapter, Bluetooth 5.0, Integrated Gigabit ethernet 10/ 100/ 1000		
8	I/O Ports	a) 3XUSB 3.0 Type A b) 1XHDMI c) 1XVGA (onboard or through HDMI to VGA adapter). Adapter to be provided by the bidder. d) 1XGigabit Ethernet (RJ45) e) 1X Headphone / Mic Combo jack f) 1X Power jack		
9	Speakers & Microphone	Integrated stereo speakers and Microphone		
10	Keyboard & Touchpad	Spill resistant backlit Keyboard and Multi-touch Touchpad		
11	Battery	3 cell battery with minimum 40 Whr or more capacity		
12	AC Adapter	AC Adapter (3 pin Indian Adapter)		

(Bidder Stamp & Signature)



13	Operating System	Windows 11 Pro (64bit) with latest service packs Installed (without licenses key activation), License key will be Updated by Bank		
14	Recovery Media	Windows 11 Pro OS Recovery Media 64-bit on USB drive.		
15	Weight	<= 2.0 Kg (inclusive of batteries)		
16	Carry Case	Back Pack		
17	Certifications	a) ROHS compliance & Extended Producers Responsibility (EPR) OR EPEAT. b) UL, FCC, CE, Energy Star 8.0 or higher, ISO 27001, ISO9001, ISO14001, ISO 20000-1:2018 c) Optional : Certification : MIL Std, SA8000:2014		
18	Warranty	5 years' onsite warranty for Laptop, battery and adapter with ADP (Accidental Damage Protection).		
19	Security	TPM 2.0		

(Bidder Stamp & Signature)



3.5 Annexure IV – Manufacturer Authorization Form

Ref No :

Dated :

To,

Senior Manager (IT)
India Post Payments Bank
Corporate Office, 2nd Floor, Speed Post Centre Building,
Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

Reference: Tender No. dated _____ due on _____

Dear Sir,

We _____ the Manufacturers of _____
_____ having manufacturing unit at _____
_____ (Address of the factory) do hereby
authorize M/s. _____ (Name and
Address of dealer) to submit a bid, and subsequently negotiate and sign the contract with you
against the above tender.

We hereby extend our full guarantee, warranty and support and also in meeting warranty
obligations by providing necessary spares in time for the goods & services offered by the
above dealer against this tender.

Yours faithfully
(Name)
(Name of the manufacturer)

*[Note: This letter of authority should be on the letterhead of the manufacturer and should be
signed by a person competent and having a power of attorney to bind the manufacturer. The
bidder in its bid should include it.]*

(Bidder Stamp & Signature)



3.6 Annexure V – Bidder Details

(To be submitted in this format only)

To,

The Senior Manager, India Post Payments Bank Ltd.

Corporate Office, 2nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

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.	Whether Original Equipment Manufacturer (OEM) / authorized Dealer / Distributor / Trader / Reseller	
8.	If the bidder is authorized Dealer / Distributor / Trader / Reseller (attach OEM authorization certificate)	
9.	Number of years in the business	
10.	Website address (if applicable)	
11.	GST Registration No. (if available)	
12.	Income Tax PAN	
13.	Number of Branch Offices	
14.	Number of Service Centres (Please enclose State wise Service Centre list)	
15.	Dedicated / Toll Free Telephone No. for Service Support	
Financial Information		
1.	Annual Turnover (2018-19) in INR Crore	
2.	Annual Turnover (2019-20) in INR Crore	
3.	Annual Turnover (2020-21) in INR Crore	

(Bidder Stamp & Signature)



Bank Details for Payment			
1.	Bank Name		
2.	Branch Address along with IFSC code		
3.	Account Number		
Tender Fees Details			
1.	Tender Fees Details	Amount	
		Transaction Details	
2.	Whether Claiming Exemption from Submitting Tender Fees (Mention Yes or No)		
	If Yes,		
3.	Please mention the details thereof (Relevant Act / Section) under which claiming Tender Fees exemption		
4.	Is the bidder manufacturer of the offered Product? (YES / NO)		
5.	Attach Supporting Documents for the same claim		
EMD Details			
1.	EMD Details	Amount	
		Transaction Details	
2.	Whether Claiming Exemption from Submitting EMD Amount (Mention Yes or No)		
	If Yes,		
3.	Please mention the details thereof (Relevant Act / Section) under which claiming EMD amount exemption		
4.	Is the bidder manufacturer of the offered Product? (YES / NO)		
5.	Attach Supporting Documents for the same claim		
Public Procurement (Preference to Make in India), Order 2017			

(Bidder Stamp & Signature)



1.	Is the bidder claiming preference as per the Public Procurement (Preference to Make in India), Order 2017 (YES / No)	
2.	If Yes, then mention the respective category of the supplier as per the Public Procurement (Preference to Make in India), Order 2017.	
3.	Also, mention the Percentage of Local content added in the proposed product / services.	
4.	Attach Supporting Document (s) duly signed by the respective authority as stated in the Public Procurement (Preference to Make in India), Order 2017	

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

(Bidder Stamp & Signature)



3.7 Annexure VI – Bidder Response Cover Letter

(To be submitted on company letterhead)

Date:

To,
The Senior Manager,
India Post Payments Bank
Corporate Office, 2nd Floor, Speed Post Centre Building,
Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

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 180 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)

(Bidder Stamp & Signature)



3.8 Annexure VII – Past Experience

Sr. No	Name of organization /	Brief details of scope of work	Order Quantity / Quantities 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.

(Bidder Stamp & Signature)



3.9 Annexure VIII – Comments on Terms and Conditions, Services and Facilities

Sr. No.	Page #	Point / Section #	Clarification point 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)

(Bidder Stamp & Signature)



3.10 Annexure IX – Query Format

Queries:

Sr. No.	Page #	Point / Section #	Query	Banks Response (bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

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

(Bidder Stamp & Signature)



3.11 Annexure X – Self-Declaration

(To be submitted on Bidder's letterhead)

Date:

To,
The Senior Manager,
India Post Payments Bank Ltd.
Corporate Office, 2nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Gole Market,
New Delhi – 110 001.

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.
- 2) 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.
- 3) We certify that neither our firm nor any of the partners/ directors is involved in any scam or disciplinary proceedings settled or pending adjudication.
- 4) We are not bankrupt, under liquidation, court receivership or no such similar proceedings are initiated against us.
- 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)

(Bidder Stamp & Signature)



3.12 Annexure XI – Power of Attorney for signing of application

(To be submitted on a INR 100 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:

(Bidder Stamp & Signature)



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 Apostille certificate.

(Bidder Stamp & Signature)



3.13 Annexure XII – Commercial Bid format

[Validate](#) [Print](#) [Help](#) [Rate BoQ](#)

Tender Inviting Authority: INDIA POST PAYMENTS BANK

Name of Work: REQUEST FOR PROPOSAL (RFP) for Purchase of 1420 Laptops for IPPB staff on buyback basis.

Contract No: IPPB/CO/IT/2022/LAPTOPS

Bidder Name :								
PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	Quantity	Units	BASIC RATE PER UNIT in Figures To be entered by the Bidder	GST (%)	GST Amount	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	Cat (A) -Items to be supply and installation							
1.1	New Laptops	1.00	Nos			0	0.00	INR Zero Only
2	Cat (B) - Buy Back Items							
2.1	Buy-Back (ie minus) Amount of Buyback laptops	1.00	Nos			0	0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

(Please refer attached Excel Sheet for CPP Portal Submission – Only Submission in Attached Excel Sheet is permitted on CPP portal)

Date:

Stamp and Signature

Authorized Signatory

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

(Bidder Stamp & Signature)



3.14 Annexure XIII – Bank Guarantee format for Earnest Money Deposit

BANK GUARANTEE FOR EMD

(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
India Post Payments Bank
Post Office
Speed Post Centre Building
Market Road
New Delhi – 110001
India

Dear Sirs,

1. In accordance with Invitation to Bid under your Reference No....., M/s....., having its Registered / Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at, guarantee and undertake to pay immediately on demand by India Post Payments Bank, the amount of Rs. (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by the valid holder of this Guarantee shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the issuing Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is limited to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid up to; 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

(Bidder Stamp & Signature)



In witness whereof the 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)

Attorney as per Power of Attorney No.....

Dated.....

(Bidder Stamp & Signature)



3.15 Annexure XIV – 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
India Post Payments Bank
Post Office
Speed Post Centre Building
Market Road
New Delhi – 110001
India

Dear Sirs,

1. In consideration of the India Post Payments Bank, a scheduled bank registered under Reserve Bank of India (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 notwithstanding 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

(Bidder Stamp & Signature)



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)

.....
Address)

..... (Official
(Designation with Bank Stamp)

(Bidder Stamp & Signature)



3.16 Annexure XV – Pre-Bid Meeting Authorization letter

(To be submitted on company letterhead via email)

To,
Senior Manager,
India Post Payments Bank
Corporate Office, 2nd Floor,
Speed Post Centre Building,
Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

Sir,

Sub: - Authorisation Letter – For attending Meeting – RFP _____

We, _____ (name of the company) hereby authorise the following executive from our company to attend the pre bid meeting of the subject RFP. The details of the authorised personnel is as under;

Sr	Name	Designation	Mobile No	Email ID for VC invite

If the bank decides to conduct the Pre bid meeting via VC then kindly send the VC link for pre bid meeting on the above mentioned email id of the authorised personnel.

Yours faithfully,

Authorised Signatory

(Stamp & Sign)

Designation

(Bidder's corporate name)

(Bidder Stamp & Signature)



3.17 Annexure XVI – Undertaking

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:

1. we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
2. 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

(Bidder Stamp & Signature)



3.18 Annexure XVII – Integrity Pact

This Agreement (hereinafter called the Integrity Agreement) is made on ____ day of the month of ____ 20____, between,

On one hand, India Post Payments Bank Limited (CIN U74999DL2016GOI304561), having its Registered Office at Post Office, Speed Post Centre Building, Market Road, New Delhi – 110001, (hereinafter referred to as the “Principal/Owner”, “ IPPB” or “Buyer”, as the case may be, which expression shall unless repugnant to the context thereof, include its successors, assigns), acting through _____, party of the FIRST PART,

And

M/s _____ represented by _____, Authorized Signatory (hereinafter called the “Vendor” or “Service Provider”, as the case may be, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) party of the Second Part.

WHEREAS the Principal/ Owner has floated the RFP reference number _____ (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for _____ for IPPB, 2nd Floor, Speed Post Center, Bhai Veer Singh Marg, Market Road, New Delhi – 110001 Hereinafter referred to as the “Contract”. and the VENDOR is willing to offer/has offered the services.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Vendor(s) and Contractor(s).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Principal/Owner to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling VENDORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Vendor(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Vendor(s) the same information and will not provide to any Vendor(s) confidential / additional information through which the Vendor(s) could obtain an advantage in relation to the Tender process or the Contract execution.

c. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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d. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the VENDOR to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/Owner and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal/Owner the proceedings under the contract would not be stalled.

If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Vendor(s)/Vendor(s)

1. It is required that each Vendor/Vendor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the India Post Payments Bank all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The VENDOR commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid/tender process or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- a. The Vendor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or 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 VENDOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the India Post Payments Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- c. The VENDOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the India Post Payments Bank or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- d. VENDOR shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

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- e. The VENDOR further confirms and declares to the India Post Payments Bank that the VENDOR has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the VENDOR, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - f. The VENDOR, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the India Post Payments Bank or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - g. The VENDOR will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - h. The VENDOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - i. The VENDOR shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the India Post Payments Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier or information contained or transmitted electronically. The VENDOR also undertakes to exercise due and adequate care lest any such information is divulged.
 - j. The VENDOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - k. The VENDOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - l. If any employee of the VENDOR or any person acting on behalf of the VENDOR who is directly or indirectly involved in the bidding process of this RFP, is a relative of any of the officers of the India Post Payments Bank who is directly or indirectly involved in the bidding process, bid evaluation for this RFP, the same shall be disclosed by the VENDOR at the time of filing of tender. The term relative for this purpose would be as defined in Sub-Section (77) of Section 2 of the Companies Act of 2013.

The VENDOR shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the India Post Payments Bank.

The Vendor(s) will not enter with other Vendor(s) 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 competitive or to cartelize in the bidding process.

- c. The Vendor(s) will not commit any offence under the relevant IPC/PC Act.

The Vendor(s)/ of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Vendor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on

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behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

The Vendor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the India Post Payments Bank interests. The Vendor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process)

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Vendor(s)/ and the Vendor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Vendor(s)/, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the Vendor shall have powers to disqualify the Vendor(s)/ from the Tender process or terminate/determine the Contract, if already executed or exclude the Vendor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the VENDOR. However, the proceedings with the other VENDOR(s) would continue.
 - I. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be requiring to assign any reason therefore.
 - II. To immediately cancel the contract, if already signed, without giving any compensation to the VENDOR.
 - III. To recover all sums already paid by the BUYER, and in case of an Indian VENDOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a VENDOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the VENDOR from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - IV. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the VENDOR, in order to recover the payments, already made by the BUYER, along with interest.

(Bidder Stamp & Signature)



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- V. To cancel all or any other Contracts with the VENDOR. The VENDOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the VENDOR.
 - VI. To debar the VENDOR from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - VII. To recover all sums paid in violation of this Pact by VENDOR(s) to any middleman or agent or broker with a view to securing the contract.
 - VIII. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the VENDOR, the same shall not be opened.
 - IX. Forfeiture of Performance Bond/Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 4.1 (i) to (x) of this Pact also on the Commission by the VENDOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the VENDOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the VENDOR shall be final and conclusive on the VENDOR. However, the VENDOR can approach the Independent Monitor(s) appointed for the purposes of this Pact. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Vendor or Vendor, or of an employee or a representative or an associate of a Vendor or Vendor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Vendor declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with IPPB or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

1. The VENDOR agrees that if it makes incorrect statement on this subject, VENDOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Article 5: Equal Treatment of all Vendors/Vendors/Sub Vendors

a. The Vendor(s)/Vendor(s) undertake(s) to demand from all sub-Vendors a commitment in conformity with this Integrity Pact. The Vendor/Vendor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub Vendors/sub-vendors.

b. The Principal/Owner will enter into Pacts on identical terms as this one with all Vendors and Vendors.

(Bidder Stamp & Signature)



c. The Principal/Owner will disqualify Vendors, who do not submit, the duly Signed Pact between the Principal/Owner and the Vendor, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Vendor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Vendors, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, INDIA POST PAYMENTS BANK.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and Jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

5. Independent Monitors

5.1 Smt. Manisha Nanda, IAS (Retd.) and Shri Rakesh Jain IA&AS (Retd) have been appointed as Independent External Monitors (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services for the BUYER.

5.2 Their contact details are as under:

Smt. Manisha Nanda, IAS (Retd.) – EMAIL -nanda_manisha@yahoo.co.in
Shri Rakesh Jain IA&AS (Retd) - EMAIL - rakeshjain18@hotmail.com

5.3 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

5.4 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

5.5 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.6 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

5.7 The VENDOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the VENDOR. The VENDOR will also grant the Monitor, upon his request and demonstration of a valid interest,

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unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the VENDOR/Sub-contractor(s) with confidentiality.

5.8 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

5.9 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/VENDOR and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the VENDOR and the VENDOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to a period of contract and any extended period notified by BUYER.
- b. The complete execution of the contract to the satisfaction of both the BUYER and the VENDOR/Seller, including warranty period, whichever is later, in case VENDOR is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- c. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Article 8- Legal and prior rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(Bidder Stamp & Signature)



For and on behalf of Principal/Owner

For and on behalf of Vendor

INDIA POST PAYMENTS BANK,
2nd floor, Speed Post Centre,
Bhai Veer Singh Marg, Market Road
New Delhi- 110001

M/s Vendor Name,

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

(Bidder Stamp & Signature)



3.19 Annexure XVIII – Compliance Statement cum Price confirmation letter – Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

To,
The Manager,
India Post Payments Bank,
Corporate Office,
2nd Floor Speed Post Center,
Bhai Veer Singh Marg, Gole Market,
New Delhi- 110001.

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by India Post Payments Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by IPPB on CPP Portal and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by CPP portal.
5. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____ who is the holder of POA and designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction.
7. **We undertake to submit the confirmation of last bid price by us to the Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.**

Signature with company seal
Name of Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
Date:

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Verified above signature
Competent Authority Signature: _____ Date: _____

(Bidder Stamp & Signature)



3.20 Annexure XIX – Malicious Code Certificate

(To be submitted on the letter head of OEM / Bidder. If, bidder is an Authorized Reseller of the OEM, then the certificate from both needs to be submitted)

Date:

To,
The Senior Manager,
India Post Payments Bank
Corporate Office, 2nd Floor, Speed Post Centre Building,
Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001.

Dear Sir,

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

Date:

Authorized Signatory

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

(Bidder Stamp & Signature)



3.21 Annexure XX – Delivery and Buyback Locations

Please refer the attached sheet for branch addresses where Laptops are to be supplied and collected from by the bidder. **The list is tentative and there may be variations in the quantity of (Supply& buyback) at the time of order placement.**

(Bidder Stamp & Signature)