

PART 6- Bid Forms, Price Schedules and other formats (BF)

FORMAT – 6.1.1

BID FORM (TECHNICAL BID)

(to be included in Technical Bid Envelope)

To,
The General Manager,
Madhya Pradesh Gramin Bank,
Information Technology Department,
204,C 21 Business Park, C-21 Square,
Opp. Radisson Blu MR-10,
Indore (M.P.) – 452010

Sir/Madam,

Date:

Reg.: Routers and Switches for RRB Branches/Office

Ref: Your RFF Ref:.....

Dated.....

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Routers and switches RRB Branches/Offices, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

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

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 2025

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of _____

FORMAT – 6.1.2
BID FORM (PRICE BID)
(to be included in Price Bid Envelope)

To,
The General Manager
Information Technology Department,
204,C-21,Business Park,C-21 Square,
Opposite Hotel Radisson Blu,
MR-10,Indore, (M.P.) 452010
Sir/Madam,

Date.....

Reg.: Routers and Switches for RRB Branches/Offices

Ref: Your RFF Ref:Dated

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

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

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 2025

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

FORMAT 6.2

NON-DISCLOSURE AGREEMENT

Ref: Your RFF Ref:Dated.....

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable for offering **Routers and Switches for RRB Branches/Offices**, having its registered office at 204, C-21, Business Park, C-21 Square, Opposite Hotel Radisson Blu, MR-10, Indore, (M.P.) 452010, hereinafter referred to as the BANK and, WHEREAS, the COMPANY understands that the information regarding the **Routers and Switches for RRB Branches/Offices** shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the **Routers and Switches RRB Branches/Offices** and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written Authorisation to do so; The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to Routers and Switches RRB Branches, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Office Seal:

Designation: Place:

Date:

FORMAT 6.3
Price Schedule Part I

(Include in Price Bid Only – Not to be included in Technical Bid)

Amount in Rs.				
S.No	Name of the Items	Quantity	Unit Cost (exclusive GST)	TOTAL Cost (exclusive GST)
1	Cost of Branch SD-WAN Routers for Branches/Offices as per specifications mentioned in Item A inclusive of One Year Warranty	1400		
2	Cost of Branch Switch Specifications: 24 Port Layer 2 Switches inclusive of One Year Warranty	1400		
3	One time upgradation cost to SD-WAN at central location i.e DC, DR and colocation (NDR) including maintenance for five years	NA		
	TOTAL (A)			

All the bidders should note that they have to quote for all the components as mentioned above even if bank already holds some of them. L-1 will be evaluated based on all the mentioned components only. Bank has the discretion to place the order to the selected bidder by excluding any of the components.

Important Notes:

1. AMC charges to be given in the prescribed format **separately**.
2. All the proposed network devices in response of this RFP should be integrated with existing solutions in Bank e.g. SIEM tool (IBM Q Radar), Arcos PIM Solution, TACACS+, Trend Micro APT solution (IMSV), Active Directory, Anti-virus server, Syslog server etc.
3. The total price quoted must be inclusive of cost of providing hardware, software, firmware, licenses, services for installation, testing and commissioning of the Solution and support, all applicable taxes, duties, levies, charges etc. with applicable warranty, as also cost of incidental services such as transportation, insurance, training etc., but exclusive of GST and/or other taxes (if applicable).

4. Bidder shall be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place, if applicable). Price should be quoted in Indian Rupees.
5. In case of discrepancy between figures and words, the amount in words shall prevail.
6. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
7. Lowest (L1) bidder will be declared after subtracting the total of format 6.3 Part IV from the sum of total of format 6.3 Part I, Part II and Part III.
We undertake that the price quoted above will be valid for one year.

We undertake that Quantities are indicative and may vary. Bank can issue purchase order in phased manner.

Signature of Bidder: _____

Name: _____

Business address: _____

FORMAT 6.3 (Continued) Part II
SCHEDULE FOR ANNUAL MAINTENANCE COST

Annual Maintenance Services and during Contract Period for hardware and software

(Include in Price Bid Only - Not to be included in Technical Bid)

(Amount in Rs.)

S.No.	Description	Quantity	Unit Price	Total Price per annum (Exclusive GST)	AMC price for four years (Exclusive GST)
1	Annual maintenance Cost of SD-WAN Routers <u>Item A</u> for <u>four years (post warrantee)</u>	1400			
2	Annual maintenance Cost of switches for <u>four years (post warrantee)</u>	1400			
Total in Rupees (in words) (B)					

Price should be quoted in Indian Rupees.

AMC Support services include but not limited to the following:

1. Onsite Comprehensive Preventive maintenance of all applicable routers and Switches, and accessories on yearly basis and sensitisation of end user for avoiding upcoming hazards on regular basis. Bidder shall share the preventive maintenance reports in digital form/soft copy and hard copies shall be shared with bank on demand by bank. If any part/ item/ accessories of the routers and Switches is found non-working/ defective (due to whatsoever reason) during preventive maintenance, it will be replaced by the bidder at no extra cost to the Bank. The PM reports of each router and Switch shall be duly recorded in two copies and produced as and when required.
2. Annual maintenance cost of the proposed/offered new routers and switches for whole contractual period should not be less than 8% of total cost of routers and switches respectively.
3. Providing software upgrades in time for the devices supplied by the bidder from the Original Equipment Manufacturer (OEM)
4. Arranging for the replacement of defective equipment/faulty parts (due to whatsoever reason) of Routers and switches on time basis as per SLA and the necessary coordination with OEM for the same during the whole contract period.
5. During AMC, it will be mandatory on the part of the supplier to attend and resolve breakdown calls if any, as per the parameters/ time-frame defined in the “Service Level Agreement”. The bidder shall be responsible for non-compliance of SLA, due to delayed replacement of defective equipment /faulty parts/ software upgrades.
6. The bidder will attend to all breakdowns (due to whatsoever reason) in the Equipment/Systems and rectify problems thereof and replace the faulty components of the systems with serviceable components. Such replacements will be free of cost on exchange basis. In the event the maintenance/ repair of any unit is to be carried out at any of the workshops, the bidder shall make all arrangements for removal and transportation of equipment to the respective workshop and back to site at their risk and cost and will hand over the equipment in 100% working condition after repair/maintenance/rectification.
7. Bank may procure & install new component(s) as a part of up gradation of existing system. In such cases, the original equipment (less new components) will continue to be governed by

the AMC agreement and the new equipment(s) procured shall be covered under AMC on expiry of warranty period.

8. The bidder will have to handover the system in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the bidder before handing over to BOI.
9. For on-site comprehensive maintenance of equipment, the tools, test equipment and fixtures etc. required (if any) for maintenance shall be provided by the bidder only.
10. Bank can terminate the AMC contract to the supplier of the equipment and discontinue the same due to performance issues by giving 90 days notice.
11. AMC contract can be extended at the discretion of the bank at the same rates after the expiry of the contract period.
12. Payment of support will done as per calculation of the uptime which is mentioned in clause no 4.35 and 4.36.
13. AMC will be entered into by the Bank, at its sole discretion.
14. Include all applicable Software Modules/Components items as applicable, indicated in the Price Schedule.
15. In case of discrepancy between unit price and total price, the unit price shall prevail.
16. In case of discrepancy between figures and words, the amount in words shall prevail.
17. AMC charges as above will be considered for Price evaluation.
18. Bank at it's discretion can terminate the AMC contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days notice and applicable amount, on pro-rata basis, for the service rendered shall be payable.
19. **We undertake that Quantities are indicative and may vary. Bank can issue purchase order in phased manner.**

Bidders to strictly quote in the format and for periods as mentioned above.

Place:	Signature of Bidder : _____
	Name: _____
Date:	Business address : _____

FORMAT 6.3 (Continued) Part III
Price Schedule For Facility Management

Facility Management Service cost

Facility Management services includes but not limited to the following:

- a. Overall proactive Monitoring through NMS tool (as per clause 3.2.5) and management of the network equipments and related services on all sites.
- b. The NMS tool will be available from the starting of project as an integrated part of FMS. The scope of FMS depends on the logs of NMS tool provided by the bank.
- c. Overall monitoring and management of the project during and after installation for the full period of contract.
- d. Coordination for delivery/ installation of new hardware in stipulated time frame Quality service delivery
- f. Onsite team management and proactive response.
- g. SLA Maintenance/Management, monthly Uptime reports, bandwidth utilisation reports & interface utilisation/reporting of all the network devices.
- h. Submission of periodical reports on the performance of the equipment's and its reviews.
- i. Crisis Management and Emergency response Procedures
- j. Coordinate with Bank or Bank designated SI and extend all required support in designing, implementing any new network changes/solution in a time bound manner.
- k. The FMS scope shall be in-line with the related clauses mentioned in the RFP.
- l. The FMS resources shall do any work assigned by Bank or Bank designated SI, which is deemed necessary for business continuity and the uptime of the branches/offices.
- m. FMS shall be entered into by the Bank, at its sole discretion.
- n. Bank at it's discretion can terminate the FMS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days notice and applicable amount, on pro-rata basis, for the service rendered shall be payable.
- o. The following are the resources to be deployed to provide onsite facility Management for each of the shift at any time.

For bank's Support:

Location	Facility Management	Essential qualification & experience															
Data Centre/Centralized location	<p>Bidder has to depute resources <u>Six Level 1 (L1) engineers/resources and three Level 2 (L2) engineers / resources</u> in shift shall be in general Shift for facility management of devices mentioned in this RFP. Facility management is required for 24X7X365.</p> <table border="1"> <thead> <tr> <th>S. No.</th><th>Shift Timing</th><th>Number of Resource</th></tr> </thead> <tbody> <tr> <td>1</td><td>6:00 AM to 2:00 PM</td><td>1 L1 and 1 L2</td></tr> <tr> <td>2</td><td>2:00 PM to 10:00 PM</td><td>1 L1 and 1 L2</td></tr> <tr> <td>3</td><td>10:00 PM to 6:00 AM</td><td>1 L1</td></tr> <tr> <td>4</td><td>9:00 AM to 6:00 PM</td><td>Team Leader & 3 L1 and 1 L2</td></tr> </tbody> </table>	S. No.	Shift Timing	Number of Resource	1	6:00 AM to 2:00 PM	1 L1 and 1 L2	2	2:00 PM to 10:00 PM	1 L1 and 1 L2	3	10:00 PM to 6:00 AM	1 L1	4	9:00 AM to 6:00 PM	Team Leader & 3 L1 and 1 L2	<p>i. Minimum qualification for L1 resources should be B.E / B.Tech. / MCA with one year or higher experience in computer networking field.</p> <p>ii. Minimum qualification for L2 resources should be B.E / B. Tech. with three years or higher experience in computer networking field and certified in CCNP with virtualization in SD-WAN technology.</p> <p>iii. Minimum qualification for Team lead should be B.E / B. Tech. with five year experience in computer networking field and certified in CCNP or equivalent with virtualization in SD-WAN technology and ITIL or PMP or PRINCE-2 or equivalent certified. TL should have experience to handle same kind of Projects.</p>
S. No.	Shift Timing	Number of Resource															
1	6:00 AM to 2:00 PM	1 L1 and 1 L2															
2	2:00 PM to 10:00 PM	1 L1 and 1 L2															
3	10:00 PM to 6:00 AM	1 L1															
4	9:00 AM to 6:00 PM	Team Leader & 3 L1 and 1 L2															

Facility Management Service cost For Branches/Offices support:

Location	Total Facility Management Cost for five years (in Rs.)
Facility Management Services (as mentioned above)	
TOTAL	(C)

Note: Bidder has to ensure the required uptime of 99.5% on monthly basis. Minimum resources as per point under 'Scope of Work' of this RFP are to be provided at respective location by the selected bidder. If any additional resources are required to maintain the uptime of 99.5%, the bidder has to provide without any extra cost to the Bank.

We undertake that Quantities are indicative and may vary. Bank can issue purchase order in phased manner.

Signature of Bidder-----

Name -----

Business address-----

Place :

Date :

FORMAT 6.3 (Continued) Part IV
Price Schedule for Buyback of existing Old Routers

The selected bidder should take over the existing old routers from branches on a buyback arrangement. The bidder should quote buyback amount for the existing equipments in the price bid mentioned below.

Product name	Make and Model	Unit Price(INR)		Approx. Quantity	TOTAL PRICE (INR)
CISCO Router	Cisco 1941 series		H1	881	
CISCO Switches	Cisco 2960		H2	881	
Grand Total (D) (H1+H2)					

Note:

1. The quantity mentioned above in tentative and amount will be deposited by the bidder in respect of actual quantity.
2. The bidder has to submit the Non-disclosure agreement (Format 6.2) for each router taken over from Bank/Branch.
3. The all bank related configuration shall be erased by the bidder before respective bank authorities. A document of undertaking shall be submitted by the bidder for the same.

We undertake that Quantities are indicative and may vary. Bank can issue purchase order in phased manner.

FORMAT 6.3 (Continued) PART V
Components for Lowest (L1) Criteria

	Particulars	Amount in Rupees
(1).	Total of PART I	
(2).	Total of PART II (AMC)	
(3).	Total of PART III (FACILITY MANAGEMENT)	
(4).	Total of Part IV (Buy back)	
TOTAL TO BE CONSIDERED FOR Lowest (L1) = (A+B+C-D)		

Note:

1. The price so quoted, shall be valid for one years from the date of placing the first purchase order with bidder. Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. Price quoted will be inclusive of all taxes, duties, levies charges, etc. and no additional charges shall be payable by the bank. Octroi or entry-tax alone, if applicable shall be reimbursed extra at actual, against proof of payment in original by the supplier. Service tax payable if any under this contract shall be payable as applicable.
2. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, levy of new taxes) whatsoever, shall be admissible during the Price validity Period.
3. Warranty period shall be minimum one year Post warranty/Comprehensive onsite Annual Maintenance Contract (AMC)/Annual Technical Support (ATS) shall be four years. For evaluation purpose, Final Price of items as indicated in PART V will be considered. Total period of support i.e. warranty and AMC/ATS should be five years.
4. The Annual Maintenance/Technical Support i.e. AMC/ATS, offered by the bidder should have a back to back supporting arrangement with the original suppliers or their approved business partners of the hardware or software with necessary documentary evidence thereof produced to the bank.
5. Bidder will be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place).

We undertake that Quantities are indicative and may vary. Bank can issue purchase order in phased manner

Signature of Bidder:

Name:

Business Address:

FORMAT 6.4

BID SECURITY FORM

Whereas (*hereinafter called "the Bidder"*) has submitted its Bid dated (*date of submission of Bid*) for the supply of (*name and/or description of the Products/system*) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (hereinafter called "the Bank"), are bound unto..... (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of _____ 2025.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to and including six months after the period of the Bid validity, i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bidder's Bank)

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid nonresponsive.

FORMAT 6.5
CONTRACT FORM

THIS AGREEMENT is executed at Indore on this..... day of.....

BETWEEN

MADHYA PRADESH GRAMIN BANK, a body corporate constituted under the Regional Rural Banks Act, 1976 (21 of 1976) (hereinafter called "Bank") and having its Head Office at **204, C-21, Business Park, C-21 Square, Opposite Hotel Radisson Blu, MR-10, Indore, (M.P.) 452010**, (hereinafter referred to as the "**Bank**") which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and assigns) of the ONE PART:

AND

..... (*Name of Purchaser*) (hereinafter called "the Purchaser") of the one part and
..... (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter referred to as the "Company" or "VENDOR" which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors, Liquidators and permitted assigns), of the OTHER PART.

(The "Bank" and the "Company/VENDOR" shall, wherever the context requires, be referred collectively as "**Parties**" and individually as "**Party**" also)

WHEREAS:

- A. The regional rural Banks (herein called RRB) formed as per Regional Rural Banks Act, 1976 under sponsorship of the prominent nationalized bank (Bank of India), having been founded on September 7, 1906 and having 5100 plus branches/offices as of now in India and 1320 plus branches/offices for RRB. The herein called RRBs had implemented Core Banking Solution (CBS) and the other related functions in all Branches. These branches are controlled through Regional Offices. The RRB have a dominant presence in all Madhya Pradesh.
- B. The BANK intends to procure a total solution for the Procurement, Installation, Commissioning, maintenance, monitoring and Facility Management of all routers and switches for RRB Branches/Offices for a period of five years. For the said purpose, the Bank had invited Bids from Competent vendor/Company/Firm by floating Request for Proposal No. Ref No.....Dated In response to the Bank's said Request for Proposal (RFP), the Company had submitted its bid. The Company has represented to the Bank that it has sufficient expertise and it is fully competent to perform the said Contract as per the

scope of work and on the terms and conditions set out in this Agreement and the RFP in the sum of Rs...../- (Rupees in words) (hereinafter called "the Contract Price"). The Company has further represented that the Company has appropriate infrastructure, human and other resources required to execute various tasks of the Contract.

- C. Pursuant to issuing the RFP, the Bank has short-listed the Company based on the Proposal submitted, representations and warranties made by the Company. Subsequently, the Bank has awarded the said Contract to the Company subject to the terms and conditions contained in this agreement and the RFP;
- D. The Parties are desirous of recording the terms as agreed between the Parties, as set out hereunder.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

NOW THIS AGREEMENT WITNESETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. Unless otherwise specifically stated in this Agreement, time will be the essence of contract for the purpose of the obligations under this Agreement.
3. This Agreement shall commence from _____ and continue for a period offrom the said date.
4. The following documents of RFP Ref No Dated, shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Bid Form and the Price Schedule submitted by the Bidder as per Format 6.3 of the RFP;
 - b) The Bill of Material as per RFP;
 - c) The Technical & Functional Specifications as per RFP;
 - d) The Terms and Conditions of Contract as per RFP Ref No Ref No.Dated.....
 - e) the Purchaser's Notification of Award as per Letter of Intent Ref.....
 - f) Schedule of Dates as per RFP;
 - g) Pre bid clarifications/corrigendum's communication shared with the bidder during the processing of the bid, published during the tender process (RFP).
 - h) Timeline for deliverables as per RFP.

5. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the total solution for the Procurement, Installation, Commissioning, maintenance, monitoring and Facility Management of new routers and new switches for RRB Branches/Offices for a period of five years.
6. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed for

[Name Of Vendor]

by its authorized representative:

Signature of authorized representative

Full name of authorized representative

Official company title of authorized representative

in the presence of:

----- Signature of Witness

----- Full name of Witness

Signed for Madhya Pradesh Gramin Bank

by its authorized representative:

Signature of authorized representative

Full name of authorized representative

Official company title of authorized representative

in the presence of:

----- Signature of Witness

----- Full name of Witness

FORMAT 6.6

FORMAT OF CONTRACT PERFORMANCE BANK GUARANTEE /SECURITY

Bank Guarantee No.

Date:

Issued by.....

To,

MADHYA PRADESH GRAMIN BANK

(As per RFP).....

.....

WHEREAS....., having its registered office at..... (hereinafter called the "Service Provider") has undertaken, in pursuance of your RFP Reference No. Ref:Dated..... for the Procurement, Installation, Commissioning, maintenance, monitoring, Facility Management of new routers and new switches.

2. **AND WHEREAS** it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized Bank for the sum of Rs..... as security for compliance with the Service Provider's performance obligations in accordance with the said Contract.
3. **AND WHEREAS** wehaving our Head Office at..... and a Branch office at..... at the request of the Service Provider issue this Guarantee in your favour guaranteeing the due performance of the Service Provider of the said Contract.
4. We Bank hereby agree and affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a sum of Rs ... (Rupees in words) and we undertake to pay you the said amounts without demur or objection, upon your first written demand declaring the Service Provider to be in default under the said Contract. We shall pay the said amounts without cavil or argument as aforesaid, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.
5. We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
6. We,_____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Bank of India sponsored

RRB (MPGB) under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Bank certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee. This Guarantee shall be valid up to..... and unless a demand or claim under this guarantee is made on us in writing on or before the..... +6months we shall be discharged from all liability under this guarantee thereafter.

7. We, _____ (indicate the name of bank) further agree with Bank of India sponsored RRB that Bank of India sponsored RRB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by Bank of India sponsored RRBs against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of Bank of India sponsored RRBs or any indulgence by the Bank of India sponsored RRBs to the said Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. This guarantee will not be discharged due to the change in our constitution or of the Service Provider.

9. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency.

Executed at.....on this theDay of.....

Signature and Seal of Guarantors (Service Provider's Bank)

Date.....

Address:

.....
.....

FORMAT 6.7

BANK GUARANTEE FOR ADVANCE PAYMENT

To: *(Name of Purchaser)*

(Address of the Purchaser)

(Name of Contract)

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, _____ *(name and address of Supplier)* (hereinafter called "the Supplier") shall deposit with _____ *(name of Purchaser)* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *(amount of guarantee*(in figures and words))*.

We, the _____ *(bank or financial institution)*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *(name of Purchaser)* on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding *(amount of guarantee* in figures and words)*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between *(name of Purchaser)* and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____ (expected date of last delivery).

Yours truly,

Signature and seal :

Name of bank/ financial institution :

Address :

Date :

An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

FORMAT 6.8

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No.

Date:

The General Manager,
Madhya Pradesh Gramin Bank,
Information Technology Department,
204,C 21 Business Park, C-21 Square,
Opp. Radisson Blu MR-10,
Indore (M.P.) – 452010

Dear Sir:

Ref: Your RFP Ref:Dated

We who are established and reputable manufacturers / producers of _____ having factories / development facilities at (*address of factory / facility*) do hereby authorise M/s _____ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- (a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
 - i. Notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully, (Name of Producers)

FORMAT 6.9
PROFORMA OF CERTIFICATE FOR ISSUE BY THE
PURCHASER AFTER SUCCESSFUL COMMISSIONING OF
THE SOLUTION

No.

Date :

M/s.....

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

- a) Contract No. _____ dated _____
- b) Description of the Solution _____
- c) Quantity _____
- d) Date of commissioning and proving test _____

2. Details of products not yet supplied and recoveries to be made on that account:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
--------------	--------------------	-------------------------------

3. the proving test has been done to our entire satisfaction and Staff have been trained to operate the Product.
4. The Supplier has fulfilled his contractual obligations satisfactorily*

or

The Supplier has failed to fulfil his contractual obligations with regard to the following:

- (a)
- (b)
- (c)
- (d)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.
6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature : _____
Name :

Designation with stamp : _____

* Explanatory notes for filling up the certificates:

- (a) The supplier has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The supplier has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Supplier as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Supplier, the extent of delay should always be mentioned.

FORMAT 6.10

ORGANISATIONAL PROFILE

(Include in Technical Proposal Only – Not to be included in Price Proposal)

CONSTITUTION 1. Proprietary 2. Partnership 3. Private Ltd. 4. Public Ltd.	:		
Established since Commercial Production of solution on Offer the started since	:		
Address of Registered Office	:		
Category	:	i. Sof ii. Ha iii. S party) iv. Any Other (<i>please specify</i>) (Third-	
If Consortium, then specify name of members	:	1. 2.	
		Name	Phone Nos. (with STD Codes)
Names of Proprietor/Partners/Directors	:	1.	
		2.	
		3.	
		4.	
Number of Engineers familiar with the solution being offered	:		
Number of Total Employees	:		
Solution being offered, sold so far to:			
Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail)	Module s in Use	Date of Sale	Whether Warranty/AMC still continues
1.			
2.			

Note: Please support the above facts with documentary evidence. Please also attach Income-Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above

Signature of Bidder :

Name :

Business address :

Place:

Date:

FORMAT 6.11

Service Support Details Form

City/ Location	Postal Address, Telephone, Fax, E- Mail and Contact Details of Support Personnel	Office Working Hours (Please mention whether the Support Agency is Owned or Franchisee arrangement)	Number of Software Engineers capable of supporting the Software being offered	Owned or Franchisee.

FORMAT 6.12

FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Bank Guarantee No.:

Date:.....

To..... (Name of the Purchaser)

Whereas (Name of the Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated..... to supply (Description of Products and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee. THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs. (Amount of guarantee in words and figures) being 10% of the Contract Price and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until day of

Signature and Seal of Guarantors

Date:.....

Note:

1. Suppliers should ensure that seal and code no. Of the signatory is put by the bankers, before submission of the bank guarantees.
2. Stamp paper is required for the bank guarantees issued by the banks located in India.

FORMAT 6.14

UNDERTAKING FOR SUPPORT SERVICES

To,

The General Manager,
Madhya Pradesh Gramin Bank,
Information Technology Department,
204,C 21 Business Park, C-21 Square,
Opp. Radisson Blu MR-10,
Indore (M.P.) – 452010

Sir/ Madam,

Reg.: Routers and Switches for RRB Branches/Offices

Ref: Your RFF Ref: Dated

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the contract period. We shall provide the service, system spare parts and complete maintenance of the system for a period of not less than five years from the date of acceptance of each site, extendable on mutual agreement.

We undertake that during support Period we will maintain an Uptime of 99.5 % on monthly basis for the entire/core solution proposed.

Dated this day of 2025

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

FORMAT 6.15**CONFIRMITY TO ELIGIBILITY CRITERIA**

S.No.	Eligibility Criteria	Compliance (Y/N)
1	The bidder should be a registered company in India as per Companies Act 1956 / 2013. The Certificate of Incorporation issued by Registrar of Companies are required to be submitted along with the technical bid.	
2	Bidder must have been in existence in business for a period of last five years (as on RFP date) Certificate of Incorporation and other Documentary evidences to be attached.	
3	Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/ LLPs having common partners has not participated in the bid process. Letter of confirmation (self certified letter signed by authorized official of the bidder) to be attached.	
4	The Bidder must have minimum annual turnover of Rs.100 Crores (from Indian operations only) for each of the last three (3) financial years (Certified / Audited Balance Sheets and P&L statements for last three years i.e. (2021 to 2024 should be submitted in support of the turnover.) Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.	
5	The Bidder should report positive net worth during these three financial years as mentioned above. (Certified / Audited Balance Sheets and P&L statements for last three year should be submitted support of the profitability). Bidder should submit Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.	

6	The Bidder should have Manufacturers' authorization and a direct back-to-back support agreement with the OEM for the equipment included in the proposed solution. The Support agreement should include the activities like Post-Sales support, Technical Assistance support, Spares support etc. Submit supporting documents for same.	
7	The bidder/OEM should not have been blacklisted by any Public/Private Sector Bank in India in the past. A self-declaration letter on the Company's letterhead should be submitted along with technical bid.	
8	Bidder should have successfully Supplied and implemented or Managed the proposed Networking equipment's (both router and switch) in Schedule Commercial Bank/ Private Bank/Financial Institution/Public Sector Enterprise /Government Organizations in India having network of minimum 500 domestic branches/offices in last three years. Documentary Proof to be attached along with order / contract copy.	
9	Bidder should have successfully Supplied and implemented or Managed the at least 1500 SD-WAN routers and 1500 switches in single or multiple Schedule Commercial Bank/Private Bank / Financial Institution/ Public Sector Enterprise/ Government Organizations in India having network of minimum 500 domestic branches/offices in last three years. Documentary Proof to be attached along with order/contract copy.	
10	The bidder should have branch/service centres /franchises at Mumbai, Delhi NCR, Navi Mumbai, and other places in India. List of branch / service centers / franchises with full details of Name, Address / Telephone Numbers should be attached.	
11	The Bidder should be in the Network System Integration Business for Supply, Services and Support business for at least past Three Consecutive years. A self-certified letter from company secretary for being in the Core Business of IT Network Services & Solution for at least past Three consecutive year.	

12	The Bidder should either be the OEM or an authorized partner with the premium or equivalent partnership level of the OEM for the last minimum three years (Either the authorized partner on Behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product for this tender.). Certificate / Letter from OEM to be attached.	
13	The Bidder should have their own functional Support Center for providing 24x7x365 Telephonic Services and Remote Assistance Services. The Bidder to provide details of remote service delivery infrastructure of Bidder /OEM(s) to ensure immediate response and faster call resolution	
14	Bidder must have satisfactorily conducted bank Accounts for last one year. Bidder shall furnish the undertaking, details of his bank accounts and certificates from his banks regarding satisfactory Conduct of bank accounts, along with the technical bid.	

FORMAT – 6.16

Compliance Statement

We certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Main RFP / Annexure/Format No.	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Signature of Authorized signatory with seal

Place:

Date:

Note: If there are no deviations the bidder has to give his response by writing 'NIL' in the statement. If no deviations are mentioned in Format 6.16 it shall be deemed that there is no deviation, irrespective of the fact whether any mention in the bid document anywhere.

FORMAT-6.17

**UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE
RFP**

(To be submitted on the Company's Letter Head)

Date:

To,
The General Manager,
Madhya Pradesh Gramin Bank,
Information Technology Department,
204,C 21 Business Park, C-21 Square,
Opp. Radisson Blu MR-10,
Indore (M.P.) – 452010

Sir/Madam,

**Ref: RFP for Procurement, Installation, Commissioning, monitoring and Facility
Management of Routers and Switches for RRB Branches/Offices**

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all addendum/amendment floated for Madhya Pradesh Gramin Bank pertaining to this RFP Ref. No.Dated.....

(Name)

Designation

Seal/Stamp of the Contractor

Date:

FORMAT 6.18

CHECKLIST

The bidder shall confirm whether following are submitted in their bid. The bidder shall indicate the page no. at which the details asked below are furnished, otherwise, bid is liable for rejection.

S.N.	DETAILS	SUBMITTED Yes/No	Page No. at which details are enclosed
1.	Technical Solutions given in Technical bid and price/rate/ cost estimate/price erformance figures/cost benefit analysis etc. given in price bid only		
2.	Bids in two parts in English, sealed and super scribed (2 copies- one original and one photocopy)		
3.	Bid is filed in proper capacity files. Original and Photocopies are filed in separate files. Photocopy is complete.		
4.	Cost of RFP (non-refundable), if downloaded from the Bank's Website & Bid Security(EMD) Submitted in Qualifying & Technical BID (Part- I)		
5.	Non-disclosure agreement as per format 6.2 submitted		
6.	Manufacturers'/producers' authorization form as per format 6.8 submitted		
7.	Organisational profile as per Format 6.10 submitted		
8.	Service Support Details Form as per format 6.11 submitted		
9.	Undertaking for support services as per Format 6.14 submitted		
10.	Conformity to eligibility criteria per Format 6.15 submitted		
11.	Duly filled and signed compliance statement in Format-6.16		

12.	Unconditional acceptance of all clauses, terms and conditions of RFP (Format clause 6.17)		
13.	Pre-contract integrity pact as per format 6.20		
14.	Bids Submitted as per Clause-3B		
15.	Whether the Bid is authenticated by authorized person(Name and designation)		
16.	Address of Office on which order has to be placed		
17.	Bank and Bidder's scope, deliverable and responsibilities during warranty		
18.	All the pages are numbered properly		
19.	All pages are authenticated by sign and seal (Full signature to be affixed and not initials).		
20.	The Annual Reports and Audited Balance Sheets, Company details and Capabilities submitted		
21.	Ownership certificate submitted		
22.	Details of service support and response time as per this RFP		
23.	Price bid as per the clause 3B submitted		
24.	Whether replica of price Bid is enclosed in Technical Bid masking price		
25.	Validity of the bid for one year from the date of opening of the Bid.		
26.	Support offered for five years on 24 hours basis on 365 day. (i.e. 24x7x365 basis)		
27.	Call log in Procedure, Preventive and Break down/Corrective Maintenance during warranty and AMC		

FORMAT 6.19

BUSINESS RULES AND TERMS & CONDITIONS OF REVERSE AUCTION

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

A) Definitions:

- 1) “Bank” means Regional Rural Banks (RRBs) sponsored by Bank of India that is Madhya Pradesh Gramin Bank (MPGB).
- 2) “Service Provider” means the third party agency / company who has been selected by the Bank for conducting Reverse Auction.
- 3) “L1” means the Bidder who has quoted lowest price in the Reverse Auction process.
- 4) “L2” means the Bidder who has quoted second lowest price in the Reverse Auction process.

B) Eligibility of Bidders to participate in Reverse Auction:

- 1) Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reversion Auction and submit the undertakings as per Annexure-A , can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments thereto, will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2) Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

C) Training:

- 1) Bank will engage the services of Service Provider to provide necessary training to representatives of all eligible Bidders for participation in Reverse Auction. All rules & procedure related to Reverse Auction will be explained during the training.
- 2) Date, Time, Venue etc. of training will be advised at appropriate time.
- 3) Eligible Bidder/his authorized nominee has to attend the training as per the schedule and at the specified venue at his / Bidder’s own cost.

- 4) No request from the Bidders for change in training schedule and/or venue will be entertained.
- 5) However, Bank reserves the right to postpone / change / cancel the training schedule, for whatsoever reasons, without assigning any reasons therefor, even after its communication to eligible Bidders.
- 6) Any Bidder not participating in the training process will do so at his own risk.

D) Reverse Auction Schedule:

- 1) The date and time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance, at least a week before the Reverse Auction date.
- 2) Bank reserves the right to postpone / change / cancel the Reverse Auction event, even after its communication to Bidders, without assigning any reasons therefor.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

Bank will determine the Start Price for Reverse Auction –

- 1) on its own and / or;
- 2) evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or;
- 3) based on the price bids received and if opened, Bank may determine the start price on the basis of the lower quote received.

G) Decremental Bid Value:

- 1) The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.
- 2) Bidder is required to quote his bid price only at a decremental value.
- 3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 level of next available lower level.

H) Conduct of Reverse Auction event:

- 1) Reverse Auction will be conducted on a specific web portal, meant for this purpose, with the help of the Service Provider identified by the Bank.
- 2) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- 3) Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
 - a) In the event of failure of their internet connectivity (due to any reason whatsoever it may be), it is the Bidders responsibility / decision to send fax communication immediately to Service Provider, furnishing the bid price they want to bid online, with a request to upload the faxed bid price online, so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned Bidder, communicating this price to service provider, has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed. It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time. Such Bidders have to ensure that the service provider is given reasonable time by the Bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.
 - b) In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply or whatever required, so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations. Failure of power at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and BANK is not responsible for such eventualities.
- 4) Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- 5) For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this,

Bidder will not be eligible to participate in the event. The format of the agreement is as per the Annexure-C.

- 6) Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
- 7) Bidder / his authorised representatives will be given unique Login ID & Password by Service Provider. Bidder / his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder /his company.
- 8) Reverse auction will be conducted as per English Reverse Auction with no tie, where more than one Bidder cannot have identical bid price.
- 9) Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supply as per the RFP at the bid price of Reverse Auction.
- 10) Auto Bid:
 - i) Bidder can take the advantage of Auto Bid facility available in Reverse Auction system. Auto Bid feature allows Bidder to place an automated bid against other Bidders in an auction by confirming to one decrement and bid without having to enter a new price each time a competing Bidder submits a new offer.
 - ii) Auto Bid facility can be used by the Bidder only once. Bidder can at no point of time during the course of the Reverse Auction, revise / delete his Auto Bid price. Bidder has the facility to revise his Auto Bid value only prior to the start of the Reverse Auction event.
 - iii) Only after the lowest price quoted by other Bidders is equal to or less than the minimum Auto Bid value put in the system by Auto Bid Bidder, he will get the option to manually bid.
 - iv) If more than one Bidder opts for the Auto Bid facility and if the lowest price quoted by more than one in Auto Bid facility is same, then the Bidder who has opted for the Auto Bid facility first will get the advantage of being the “L1”, with the second bidder being “L2” at a price one decrement higher than the “L1” value and so on.
 - v) If one of the Bidder has opted for the Auto Bid facility, the system automatically places a bid by conforming to one decrement from the bid that any of the other Bidders might have quoted. In such a case, if the manual Bidder directly quotes the same price as the lowest price which the Bidder who has opted for the auto bid facility, then the bid submitted by the manual Bidder would be accepted as the “L1” bid. But at that point of time onwards, the manual control of the Auto Bidder would be enabled for the Auto Bidder.

- vi) Service Provider will explain in detail about the Auto Bid during the training.
- 11) Reverse Auction will normally, be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- (The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)
- 12) Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction :
- i) Opening Price
 - ii) Leading / Lowest Bid Price in Auction (only total price)
 - iii) Last Bid Price placed by the respective Bidder.
- 13) During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

D) Reverse Auction Process:

- 1) At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- 2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.
- 3) Successful Bidder has to fax the duly signed filled-in prescribed format (Annexure B) as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed Annexure-B should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
- 4) Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
- 5) Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.
- 6) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take

appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future

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

J) Bidder's Obligation:

- 1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders
- 2) Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

K) Change in Business Rules, Terms & Conditions of Reverse Auction:

- 1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- 2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- 3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

Annexure-A

(to be submitted on company letter head by all Bidders participating in Reverse Auction)

To,
The General Manager,
Madhya Pradesh Gramin Bank,
Information Technology Department,
204,C 21 Business Park, C-21 Square,
Opp. Radisson Blu MR-10,
Indore (M.P.) – 452010
Sir/Madam,

Date:

**Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of
Tender / RFP Ref. No. _____ Dated _____ For procurement of**

=====

We refer to the captioned subject and confirm that –

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 5) I/We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by _____ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.

- 8) We will fax duly signed filled-in prescribed format (Annexure-B) as provided on case to case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction.
In case of back out or not supply as per the rates quoted by us , Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
- 11) We nominate our official Shri _____
Designation _____ of our company to participate in Reverse Auction.
We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under –

Email :

Mobile :

Signature with company seal :

Name of Authorised Representative :

Designation: Email :

Mobile :

Tel. No:

Fax No.:

Annexure-B

(to be submitted / faxed by Successful Bidder of Reverse Auction within
24 hours from the end of Reverse Auction event)

Date :

To,

The General Manager,
Madhya Pradesh Gramin Bank,
Information Technology Department,
204,C 21 Business Park, C-21 Square,
Opp. Radisson Blu MR-10,
Indore (M.P.) – 452010

Sir/Madam,

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

=====

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

Rs. (in figure) : _____

Rs. _____ (in _____ words):

We confirm that –

- 1) ☐ We enclose herewith the detailed break-up of above price as per Bill of Material
OR
☐ We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.
- 2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future.

- 3) We are bound to supply at the above final bid price of Reverse Auction.
- 4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal :

Mobile :

Name of Authorised Representative :

Tel. No :

Designation :

Fax:

Annexure- C: Process Compliance Form

(The Bidders are required to print this on their company's letter head and sign, stamp before faxing to Service Provider)

To

(Name & Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions For the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the Tender No.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that _____ (Bank) and _____ (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize _____ (Service Provider) to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either _____ (Bank) or _____ (Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that _____ (Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure B as requested by _____ (Bank) / _____ (Service Provider) within the stipulated time.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

FORMAT 6.20

PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

BETWEEN

MADHYA PRADESH GRAMIN BANK

AND

General

This contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2025, between, on one hand, the Madhya Pradesh Gramin Bank acting through

Shri....., Designation of the Officer (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in officer and assigns) of the First Part and M/s. represented by Shri..... Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) award the contract and the BIDDER/Seller is willing to offer/has offered the stores and Request for proposal for ADC and Load Balancer for Intranet and Internet Based Applications.

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Bank of India Sponsored RRBs.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores / equipment / work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS 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 BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows.

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 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.

2 In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER 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 BUYER 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 BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid 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 :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract Request for proposal for ADC and Load Balancer for Intranet and Internet Based Applications in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER 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 BUYER 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 favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores / supplier and 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 BIDDER 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.

3.6 The BIDDER, 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 BUYER 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.

3.7 The BIDDER 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.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is Request for proposal for ADC and Load Balancer for Intranet and Internet Based Applications.

a relative of any of the officers of the BUYER or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER 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 BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in

India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments

(i) Bank Draft/Pay Order in favour of "Madhya Pradesh Gramin Bank" payable at Indore or **RTGS/NEFT in following account details:**

Account ID: 999990200000034

IFSC: BKID0NAMRGB (fifth letter is "0" Zero)

(ii) A confirmed guarantee by a scheduled commercial bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument as specified in the RFP.

5.2 The Earnest Money / Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period / Defect liability period.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No Interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

Request for proposal for ADC and Load Balancer for Intranet and Internet Based Applications.

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, whenever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India sponsored RRBs , while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER 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.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER 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 BIDDER.

(vii) To debar the BIDDER 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.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para

6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER), 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.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fail Clause

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation and with approval of the Central Vigilance Commission.

8.2 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.

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

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

8.5 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.

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

8.7 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.

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

9. 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 BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. 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.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto five years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provision 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.

13. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer

Name of

the Officer

Designation

Designation

Madhya Pradesh Gramin Bank

Witness

1.....

1.....

2.....

2.....

Witness