CHHATTISGARH GRAMIN BANK (CGB)
Plot No. 47, Sector-24
Atal Nagar, Nava Raipur
Raipur, Chhattisgarh
Pin - 492018

REQUEST FOR PROPOSAL (RFP)

FOR

SUPPLY of SERVER (Qty: 1 Server)

Reference: RFP No. CGB/CO/Infra/113/2026-27 Date: 05.09.2026

Address for Communication

General Manager (IT)
Chhattisgarh Gramin Bank
Plot No. 47, Sector-24
Atal Nagar, Nava Raipur
Raipur, Chhattisgarh
Pin - 492018
e-Mail: it.ho@cgb.bank.in
Phone: +91-62320-33016
+91-62320-33064

SCHEDULE OF EVENTS

Sl No.	Particulars	Details
1.	Contact details of issuing department (Designation, Email address for sending any kind of correspondence regarding this RFP)	General Manager (IT) Chhattisgarh Gramin Bank Plot No. 47, Sector-24 Atal Nagar, Nava Raipur Raipur, Chhattisgarh Pin - 492018 e-Mail: it.ho@cgb.bank.in
2.	Bid Document Availability (including changes/amendments, if any to be issued)	GeM Portal & https://www.cgb.bank.in/
3.	Last date for requesting clarification	On 16/09/2026 Till 01:00 pm All communications requiring clarifications / addressing queries shall be through GeM portal only.
4.	Pre-Bid Meeting / Demonstration	NA
5.	Clarifications to queries raised	CGB will address to the queries raised through GeM Portal by 08/09/2025 up to 17:00 hrs
6.	Last date and time for Technical & Indicative Price Bid submission	On 11/09/2026 up to 17:00 hrs
7.	Address for submission of Bids	Only through GeM Portal
8.	Date and time of opening of Technical & Indicative Price Bids	On 17/09/2026 at 17:00 hrs onwards.
9.	Reverse Auction	The commercial bids submitted by the bidders will be opened as per GeM terms and the reverse auction will be conducted among those bidders who satisfy the eligibility criteria and qualify in technical evaluation (all parameters of Annexure - III). Further H1 elimination may be done as per the GeM guidelines defined in the GeM Bid Document (if more than 3 bidders are technically qualified).
10.	Earnest money deposit (EMD)	NIL
11.	Bank Guarantee /Security Deposit	5% of the Total Contract Value must be submitted as security deposit as Bank Guarantee.

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1. **Invitation to Bid**.

The Chhattisgarh Gramin Bank (CGB) came into existence on 02 Sep 2013 by the amalgamation of erstwhile Chhattisgarh Gramin Bank(CGB), Surguja Kshetriya Gramin Bank (SKGB) and Durg Rajnandgaon Gramin Bank (DRGB) vide notification F. No. 7/9/2011-RRB dated 02 Sep 2013 issued by Department of Financial Services, Ministry of Finance, Govt. of India. State Bank of India is the sponsored bank of CGB and the share holding pattern is - Central Government – 50%, State Government – 15% Sponsor Bank (SBI) – 35%. CGB operates in the entire state of Chhattisgarh and has 618 Branches under 11 Regional Offices (as on 15 Jul 2025); Corporate Office of CGB is located at Sector -24, Atal Nagar, Naya Raipur, Chhattisgarh. CGB continuously strives to elevate its Customer Services to be the most preferred bank in Chhattisgarh.

2. This Request for Proposal (RFP) has been issued by the Bank for inviting Open Tender through Government e Market (GeM) for **procurement of server.**

a) Bidder shall mean any entity (i.e. juristic person) that is willing to provide the Services as required in this RFP. The Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. **Consortium bidding is not permitted under this RFP.**

b) Address for submission of Bids, contact details including e-mail address for sending communications are given in Schedule of Events of this RFP.

c) The purpose behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.

d) This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

e) The Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Goods / Services to the Chhattisgarh Gramin Bank (CGB) are invited to submit their Technical and Commercial proposal in response to this RFP.

f) The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion.

g) This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to the proposed Services adhering to Bank's requirements outlined in this RFP.

h) The Bidding Document may be obtained/ downloaded from GeM Portal and Bank's Website www.cgb.bank.in and the bid should be submitted as per Schedule of Events.

General Manager (IT)
Corporate Office,
Chhattisgarh Gramin Bank
Plot No. 47, Sector-24
Atal Nagar, Nava Raipur, Raipur (CG) – 492018

i) Bank reserves the right to change the dates mentioned in this RFP document, which will be published on GeM portal and Bank's website.

3. Disclaimer

a) The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Chhattisgarh Gramin Bank (CGB), is subject to the terms and conditions set out in this RFP.

b) This RFP is not an offer by CGB, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process until and unless a formal contract is signed and executed by the duly authorized officials of CGB with the selected bidder.

c) The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information that Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where it is necessary to obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

d) The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

e) The Bank also accepts no liability of any nature whether resulting from negligence or otherwise.

f) The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respects will be at the Bidder's risk and may result in rejection of the Bid.

g) The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

4. General Information

a) Objective

i. The Bank intends to select a service provider(s) for supply & maintenance of server for a period of 3 (three) years at the corporate office of CGB within the state of Chhattisgarh by floating Open Tender through GeM.

ii. In connection to this, Bank invites Bid offers ('Eligibility cum Technical Proposal/ Bid' and 'Commercial Proposal/ Bid') for selection of service provider as per Bank's requirement and in compliance with the Terms & Conditions, Specifications and Scope of Work described in this document.

iii. **Bank has the right to accept or reject any quotation/ cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment/ alteration/ extension before the last date of receipt of bid.**

iv. **Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. CGB also reserves the right at its sole discretion to select or reject any or all Bidder(s) at any time in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.**

b) **Confidentiality**. This quotation-calling document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the bidder to any other person. The Bank may update or revise this document or any part of it. Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases Bank may pre-maturely terminate the contract and initiate any legal action as deemed fit.

c) **Errors and Omissions**. Each Recipient/ Respondent/ Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this document but not later than last date of Clarification submission and/or document submission.

d) **Acceptance of Terms**. A Recipient/ Respondent/ Bidder will by responding to this document, be deemed to have accepted the terms as stated in this document.

5. **Earnest Money Deposit (EMD) : NIL**

6. **Amendment of bidding documents**

a) At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s)/ amendment(s).

b) The amendments & clarifications if any, will be published in Bank website (www.cgb.bank.in) and in the GeM Portal and will form part of the Bidding document.

c) Any bid submitted by a bidder under this RFP process cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

d) No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, default bidder will be suspended from participating in future tenders of bank.

e) No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

7. **Proposal Process Management.** The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons. Each party shall be entirely responsible for its own costs and expenses that are incurred in the RFP process, including presentations, demos and any other meetings.

8. **Scope of Work**

a) The Successful Bidder upon Signing the Agreement and submitting ePBG will be awarded the Work Order. The Work Order will contain the details of address and server configuration for delivery and maintaining of the ordered system/equipment at the corporate office of the CGB.

b) The warranty & support of the server should be 3 years **from the date of its installation** at corporate Office. During the Warranty period, Onsite support is to be provided by Vendor/OEM directly at the location where the server has been installed.

c) While in Warranty, if any equipment supplied by the Vendor ceases to work during normal wear and tear use, the bidder has to repair/replace the equipment at no cost to the Bank.

d) The successful bidder shall deliver the ordered server within three (3) weeks from the date of issuance of the Purchase Order/Delivery Order and complete the delivery within the stipulated timeline. Any delay beyond the stipulated period shall attract a penalty of ₹1,000/- (Rupees One Thousand only) per day or part thereof, calculated from the date of expiry of the stipulated two-week delivery period.

e) The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.

f) Detailed Scope of Work, Service levels expected, Support requirements, Resolution Time and Penalty clauses and other Terms and Conditions are mentioned in the Terms and Conditions for Service Level Agreement (Annexure - V).

9. **Bidder's Eligibility Criteria**. Bank will examine the bids against Bidder's Eligibility Criteria mentioned in **Annexure-III**.

Note:

a) Bidder must comply with all criteria mentioned in **Annexure-III.** Non-compliance of any of the criteria will entail rejection of the offer summarily.

b) Duly self-attested photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. Chhattisgarh Gramin Bank (CGB) reserves the right to verify/evaluate the claims made by the bidder independently or by virtue of a third party. Any decision of Chhattisgarh Gramin Bank in this regard shall be final, conclusive and binding upon the bidders.

10. **Documentary Evidence Establishing Eligibility of Services & Conformity to Bidding Documents**

a) The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall be established to the Bank's satisfaction, that adequate, specialized expertise is available to ensure that the support services are responsive and the bidder will assume total responsibility for the fault-free operation and maintenance of the systems during the Warranty period and provide necessary maintenance services at CO CGB.
b) Any deviations from services/ terms and conditions etc. should be clearly brought out in the bid.

c) The Bidder should quote for the **entire package** for **server as per** Annexure– **IV.**

11. **Proposal Currency & Price Structure**.
Prices shall be expressed in the Indian Rupees only without decimal places. The Bidder should quote for the entire package for server system as per Annexure– IV and price quoted should be inclusive of all taxes. However, Prices quoted by the bidder shall be fixed for a period of 90 Days or till the completion of supply of quoted quantity (i.e. 1 Server), whichever is earlier and shall not be subject to variation on any account, including changes in taxes, duties, levies, charges etc. The cost shall not depend on any variation in $/£/€ or any other foreign currency exchange rate. The Bank reserves the right to re-negotiate the prices in the event of change in the market prices, but the bank shall not be bound to re-negotiate the prices.

12. **Validity Period.** The Bid shall remain valid for a period of 90 days from the last date of submission of bids.

13. **Right to Alter Quantities**. Quantities as mentioned in RFP are notional and may vary as per realistic requirements emanated in due course. Bank reserves the right to alter the requirements / quantity specified in the document. The bank also reserves the right to delete one or more items from the list of items specified for this contract.

14. **Arithmetic Errors**.

Arithmetic errors, if any, in the price breakup format will be rectified / considered as under: -

a) If there is a discrepancy between the unit price and total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.

b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

d) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

15. <u>Bidding Process</u>

a) The Bank will follow Two-Part bidding system, followed by reverse auction (with H-1 elimination). Part-I of the bid will contain compliance details of the specifications for which quotation is called for. The Bidders should enroll/ register themselves on GeM portal before participating in bidding. Bids have to be submitted online only through GeM portal. The Part-II (Commercial Bid) will be submitted separately along with the bid document on the GeM portal only.

<u>The Technical Bid shall be evaluated first. Only those bidders who are found technically qualified for all the parameters mentioned in the Technical Bid, based on their Technical Bid, technical compliance, and supporting documents/evidence, shall be considered for Commercial Bid evaluation. The Commercial Bid/price quoted by only the technically qualified bidders shall be considered for determination of L1. The L1 bidder shall be the technically qualified bidder who has quoted the lowest Commercial Bid/price (Total Server Cost with GST). The Commercial Bid/price quoted by any bidder who is not technically qualified shall not be considered for determination of L1. Accordingly, L1 shall be determined wholly on the basis of the lowest Commercial Bid/price quoted amongst the technically qualified bidders.</u>

After technical evaluation, intimation will be given to all qualifying bidders through e-mail alert from GeM Portal to the eligible bidders.

b) Bidders should apply through GeM Portal only. All the documents in support of eligibility criteria, technical specifications, annexures etc. are also to be scanned and uploaded along with the tender documents. **The bidder shall submit necessary supporting documents/evidence for establishing compliance with the technical specifications and requirements of the RFP.** Bid Documents submitted/ sent by any other mode will not be accepted.

c) Part-I (Technical Specifications) & Part-II (Commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/ or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

16. <u>Cost of Preparing the Bids</u>.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

17. **Clarification / Amendment on Bid Document**.

a) Bidder requiring any clarification of the Bidding Document may notify the Bank through GeM Portal as indicated in Schedule of Events on or before the date and time mentioned in the Schedule of Events in the below mentioned format. Queries raised by the Bidders (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's Website / GeM portal. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the GeM / CGB portal before final submission of bids.

b) At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, CGB may modify the Bidding Document, by amendment. The Bank will be at liberty to modify or alter the RFP Document at any time before the last date and time of submission of bids. Any clarification issued by CGB will be in the form of an addendum/ corrigendum and will be uploaded on the GeM and/or CGB web portal. The amendment will be binding on all bidders.

c) In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

d) It will be the sole discretion of the Bank to accept/reject any/all suggestion put forward by the Bidders.

18. **Modification and Withdrawal of Bids**. The Bidder may modify or withdraw its bid after the bid submission but prior to the deadline prescribed in Schedule of Events. No bid may be modified after the deadline for submission of Bids. No bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

19. **Bank's right to accept Any Bid and to reject any or All Bids**. The Bank reserves the right to accept or reject any bid in part or in full or to cancel the bidding process and reject all bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

20. **Contacting the Bank**. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the contract is awarded. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

21. **Award of Contract**

a) Following the evaluations, contract may be awarded to the bidder whose bid meets the requirements and provides the best value to the bank from both a techno-functional and commercial point of view. The Bank reserves the right to award the contract in whole or in part. The Bank reserves the right at the time of award of contract to add similar items at similar rate or remove/delete the items without any change in any other terms and conditions.

b) The acceptance of the bid, subject to contract, will be communicated by way of placing an empanelment letter in writing at the address / e-mail supplied by the bidder in the bid document. Successful bidder has to submit duly signed and stamped acceptance on duplicate copy of empanelment letter and Bank Guarantee (placed as **Annexure - VIII**) also as specified in this document within 15 days of date of issuance of letter. After selection, an agreement for procurement of the specified server infrastructure shall be executed between the selected Vendor and **Chhattisgarh Gramin Bank (CGB)** in the standard format prescribed by CGB, on a stamp paper of appropriate denomination, as applicable. Any change in the registered address of the Vendor shall be promptly notified to the Bank. The selected Vendor shall provide the required warranty and support services for the supplied equipment from the date of installation/acceptance or such other date as may be specified by the Bank. The Bank shall provide the delivery and installation instructions, including the designated location(s), and the Vendor shall complete the supply and delivery of the servers accordingly.

c) **Purchase Preference – Make in India / Local Suppliers**

Purchase preference shall be applicable to eligible local suppliers under the Government of India's Make in India policy. Local suppliers meeting the prescribed local content requirement of 20% or more shall be eligible for purchase preference in the bidding process.

If the total cost of the Server (as referred to in Annexure IV) quoted by an eligible local supplier is within 20% of the lowest (L1) price quoted by a non-local supplier, the eligible local supplier may be given an opportunity to match the L1 price and, upon matching the same, may be considered for award of the order, subject to the applicable Government of India and GeM guidelines.

Any bidder claiming purchase preference as a local supplier shall submit a valid Make in India OEM Certificate for Local Content and Local Value Addition, as per Annexure XIV. The bidder shall also submit a certificate from the OEM clearly specifying the percentage of local content and the details of the location(s) where the local value addition has been carried out.

22. Performance Bank Guarantee (PBG)

a) The empanelled vendor shall submit a **Performance Bank Guarantee amounting to 05% (Five percent) of Contracted Value as per Annexure-VIII.** Performance Bank Guarantee with a **validity of 39 months** from Scheduled commercial Bank from the date of empanelment letter is to be submitted at CGB, Corporate Office immediately after acceptance of Bank's empanelment letter but within 15 days of acceptance of empanelment letter.

b) The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder.

c) In case successful vendor backs out/denies for completion of work as per scope of work or noncompliance of terms and conditions mentioned in this document during contract period but not due to any reason attributable to Bank, Performance Bank Guarantee shall be invoked.

d) **The penalty incurred by the Vendor (if any) during the Warranty period, due to lapse on the Vendor's part for not providing satisfactory maintenance services and not maintaining the Uptime mentioned shall be payable by the submitted Performance Bank Guarantee (PBG) at the end of the contract/ quarterly.**

e) The PBG may be discharged/ returned by bank upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the PBG.

23. **Pre & Post Delivery Inspection**. The Bank or its authorized representative(s) shall have the right to conduct Pre-Delivery Inspection (PDI) of the servers proposed to be supplied by the Bidder, either at the Bidder's premises or at the OEM's manufacturing facility, to verify that the servers conform to the specifications and requirements stipulated in this RFP. Any charges payable to the Bank's representative(s) specifically for conducting such inspection shall be borne by the Bank. The Bank also reserves the right to conduct Post-Delivery Inspection (PDI) of the servers at the Bank's designated premises after delivery by the Vendor. The Bank's right to inspect, test and, where necessary, reject the servers after delivery shall not be limited or waived merely because the servers have previously been inspected, tested or approved during Pre-Delivery Inspection. **The Bank may appoint a Third Party (Firm/Individual) or designate authorized officer(s) of the Bank for conducting Pre-Delivery and Post-Delivery Inspection of the servers.**

24. **Legal Compliance**. The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including procurement of license, permits and certificates and payment of taxes where required. If, at any time during the term of this agreement, the bank identifies or information comes to the bank's attention that the successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the bank shall be entitled to terminate this agreement with immediate effect.

25. **Execution of Agreement**. A format of the Service Level Agreement (SLA) containing Scope of Work, Services Expected, Support Requirements, Resolution Time, Penalty and other Terms & Conditions to be executed by the successful vendor with the Bank is provided at **Annexure - V**. All terms and conditions of the tender will be part of the agreement. Please note that no change will be accepted in the terms and conditions incorporated in this document. In case of failure of the vendor to execute the agreement on the attached format, within the stipulated time, the Bank will be within its rights to cancel the allotment to the vendor and allot the same to L2 and or L3 bidder after they matches the bid price of L1 bidder.

26. **Signing of Contract**. In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder. Failure of the successful Bidder to comply with the requirements as mentioned in the RFP shall constitute sufficient grounds for the annulment of the award. A format of contract to be signed is placed as **Annexure – VI**.

27. **Force Majeure**

a) Notwithstanding the provisions of Tender Terms & Conditions, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of 'Force Majeure'.

b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28. **<u>Miscellaneous</u>**

a) The selected Bidder shall carry out all installation, configuration, support and maintenance activities in coordination with the Bank's designated officials and at the locations specified by the Bank, as per the Bank's requirements.

b) The selected Bidder shall, during the contract period, continue to provide necessary support and maintenance services for the equipment in the event of its relocation or shifting to another site/location, as required by the Bank.

c) The selected Bidder should undertake to implement the observations/ recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

d) The vendor(s) are not permitted to authorize their dealers etc., (including individuals and third-party firms/companies) to either collect or submit the tender-related documents on their behalf. The Bank will refuse such requests and arrangements.

e) In the event of L-1 vendor back outs or Bank rejects the proposal of L1 bidder on the ground of poor support & services, the Bank may award the remaining order to L2 or / and L3 bidder provided they match the prices with that of the L-1 vendor and/or security deposit of the L1 vendor will be forfeited.

f) The Bank shall not consider any request in change of rates of contracted server system due to any reason whatsoever, during the period of contract.

29. **<u>Indemnity</u>**

a) The bidder shall, at its own cost and expenses, defend and indemnify the bank against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

b) The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the bank is required to pay compensation to a third party resulting from such infringement, the bidder will bear all expenses including legal fees.

c) Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

d) The bidder shall also be liable to indemnify the bank, at its own cost and expenses, against all losses/ damages, which bank may suffer on account of violation by the bidder of any or all national/ international trade laws, norms, standards, procedures etc. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by the Bank or its employees.

30. **Cancellation of Contract and Compensation**.

The bank reserves the right to cancel the order/ contract of the selected bidder and recover expenditure incurred by the bank on the following circumstances:

a) The selected bidder commits a breach of any of the terms & conditions of the contract.

b) The bidder goes into liquidation voluntarily or otherwise.

c) An attachment is levied or continues to be levied for 7 days upon effects of the bidder.

31. **Resolution of Disputes**

a) The bids and any contract resulting there from shall be governed by Indian laws. All dispute or differences whatsoever arising between the selected bidder and Bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference amicably, after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute/ differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute(s) and difference(s) strictly under the terms and conditions of the contract, executed between bank and the bidder. In case the decision of the sole arbitrator is not acceptable to either party, the disputes/ differences shall be referred to joint arbitrators with one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Raipur, Chhattisgarh.

b) The award shall be final and binding on both the parties and shall apply to the empanelment contract. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

c) Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

d) The venue of the arbitration shall be at Raipur, Chhattisgarh under the exclusive jurisdiction of courts in Raipur, Chhattisgarh.

Address for Notices. The following shall be the address of the Bank for the purpose of issuing Notices: -

The General Manager (IT)
Chhattisgarh Gramin Bank
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Note: A notice shall be effective when delivered or on effective date of the notice whichever is later.

32. **Adherence to Laws and Standards**. The bidder should adhere to laws of land and Rules, Regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The bank reserves, the right to conduct an audit/ongoing audit of the services provided by the bidder. The bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

33. **Taxes and Duties**

a) The Vendor will be entirely responsible for all applicable taxes in connection with delivery of products / services at site. Payment of service tax alone, if applicable, will be paid at actual.

b) **Income / Corporate Taxes in India**. The Vendor shall be liable to pay all Corporate Taxes and Income Tax that shall be levied according to the Laws and Regulations applicable from time to time in India and the commercial bid by the Vendor shall include all such taxes in the contract price.

c) **Tax Deduction at Source**. Wherever the Laws and Regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the Laws and Regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

d) The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the Laws and Regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws and Regulations.

e) The vendor shall fully comply with all the applicable Laws, Rules and Regulations. The vendor shall indemnify the Bank against any action taken under any Statute, Rules, Regulations, By-Laws, etc. regarding the engagement of staff by the vendor for discharging the work under this contract. The vendor will be liable to reimburse to the Bank any loss or damage caused to the Bank on account of any breach of law on the part of vendor or its staff. The vendor shall be responsible for proper maintenance of all registers, records and accounts so far as these relate to the compliance of statutory provisions/obligations.

34. **Vendor's Obligations**

a) The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

b) The vendor will be responsible for arranging and procuring all relevant permissions / permits etc. for transportation of the equipment/spare parts to the location where Equipment and maintenance services are to be provided. The Bank would only provide necessary letters for enabling procurement of the same, if required.

c) The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank.

d) The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

e) The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

f) The Vendor will treat as 'Confidential' all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

g) The Server System to be supplied by the Bidder shall comply with all ATC/RFP requirements. Servers with downgraded specifications shall not be accepted.

h) All proposed components shall be OEM-supported and compatible with the proposed server model.

35. **Limitation of Liability**.

Under no circumstances shall either party be liable for indirect, incidental, consequential, special or exemplary damages from termination of this Agreement, even if the party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. The aggregate liability of either party under this agreement shall not exceed the total value of this contract.

36. **Termination for Insolvency**.

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

37. **Termination for Convenience**.

The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

38. **Authorized Signatory**.

The bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract. Requisite power of attorney/ board resolution / letter of authority authorizing the signatories of the bid to respond to this quotation request must be submitted along with the bid.

39. **Payment Receipt Terms**

a) Payment shall be made in Indian Rupees.

b) 95% payment after delivery, submission of all required documents, including installation report, OEM warranty certificate and acceptance certificate successful acceptance by the Bank.

c) 5% payment after end of the 3-year (warranty Period) from the date of delivery

d) Any penalty incurred by the Vendor during the warranty period due to failure to provide satisfactory support/services or failure to comply with the applicable SLA requirements shall be recoverable from the Vendor, including by deduction from any payments due to the Vendor or invocation of the Performance Bank Guarantee, as applicable under the Contract.

Appendix– A

Location details of Corporate Office of Chhattisgarh Gramin Bank (CGB) for supply of Server

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Dear Sir,

Subject: ***Bid Reference Number:* RFP No. CGB/CO/Infra/113/2026-27 Date: 05.09.2026 *for Supply of Server to CGB.***

We undertake to provide the delivery and installation of server vide above mentioned RFP to the Corporate Offices of CGB.

Sl No.	Corporate Office/ Regional Office	Address
1.	**Corporate Office**	**Chhattisgarh Gramin Bank, Corporate Office, Plot No. 47, Sector-24, Atal Nagar, Nava Raipur, Raipur (CG) 492018**

Place:
Date: Seal & Signature of the bidder

Appendix– B

General Specifications of Server Required under the RFP

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Dear Sir,

Subject: ***Bid Reference Number: CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for Supply of server at Corporate of Chhattisgarh Gramin Bank***

Referring to your above RFP, we submit the compliance details of the specifications given below:

Sl. No.	Component	Minimum Required Configuration	Compliance with Values
1	Server Type	Rack Server	
2	Processor	Intel Xeon latest generation processor (Minimum 6th Generation or higher) , Minimum 64 cores or higher	
3	Memory	Minimum 256 GB DDR5 ECC RAM or higher, expandable up to 1024 GB	
4	Storage	Minimum 32 TB usable capacity or higher using Enterprise-grade NVMe SSD & OEM-supported SSDs	
5	RAID	Hardware RAID Controller supporting required RAID levels RAID 0, 1, 5, 6 and 10.	
6	Network	High-speed Ethernet Minimum 2 × 10/25 GbE RJ 45	
7	Power Supply	Dual Redundant Hot-Plug Power Supply	
8	Server Management	Dedicated server management interface with remote monitoring and management capabilities	
9	TPM	TPM 2.0 or higher	
10	BIOS	Latest stable BIOS/firmware version with required configuration and updates	
11	Rack Mounting	Rack mounting rails/kit suitable for the proposed server	
12	Accessories	All required power cables, network cables, rails and accessories for installation	
13	Warranty	Minimum 3 Years Comprehensive On-site Warranty	
14	Support	24×7 technical support during the warranty period	
15		All proposed components shall be OEM-supported and compatible with the proposed server model.	

Annexure – I

Tender Offer Covering Letter

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

Dated:

To,

The General Manager (IT)
Chhattisgarh Gramin Bank
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Dear Sir,

Subject: ***Bid Reference Number: CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for Supply of Server System***

1. We have examined the tender documents including all Annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications/ revisions, if any, furnished by the Bank and I/We, the undersigned, offer to Supply & Maintenance of server as per the specifications mentioned in the **Appendix – B** to the Offices of CGB.

2. While submitting this bid, we certify that: -

   a) The undersigned is authorized to sign on behalf of the VENDOR and the **necessary support document delegating this authority is enclosed with this letter**.

   b) Prices submitted by us have arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

   c) The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

   d) We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

   e) The prices quoted in the indicative commercial bids for maintenance services are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

   f) If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 5% per cent 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.

We understand that the tender document provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We have read, understood and accepted the terms & conditions, rules mentioned in the tender document including the conditions proposed to be followed by the Bank.

Until a formal contract is prepared and executed, this bid, together with the Bank's written acceptance thereof and the Bank's 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 subject Contract, we will strictly observe the laws against fraud and corruption enforce in India namely "Prevention of Corruption Act 1988".

We have never been barred/black-listed by any regulatory / statutory authority in India.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

All liability related to non-compliance of the minimum wages requirement and any other law will be the responsibility of our company during the tenure of the rate contract.

We certify that we have provided all the information requested by the bank in the format as requested. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and the Bank reserves the right to reject the offer if anything is found incorrect.

Place:

Date:

Seal and signature of the bidder / Authorised Signatory

Annexure – II

Bidder's General Information

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

To,

The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Dear Sir,

Subject: ***Bid Reference Number: CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for Supply and Maintenance of Server System***

Sl No	**Particulars**	**Details to be furnished by the bidder**
a)	Name of the bidder	
b)	Year of establishment and constitution	**Enclose** Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.
c)	Constitution of the Bidder i.e. (Limited Company, Pvt. Ltd. Private Limited Company, Partnership, Sole proprietorship, etc.)	**Enclose** Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.
d)	Location of Registered office /Corporate office and address	
e)	Correspondence address of the bidder	
f)	Names and designations of the persons authorized to make commitments to the Bank	
g)	Telephone, Mobile and fax numbers of contact persons	
h)	E-mail addresses of authorized contact persons	
i)	Description of business and business background Service Profile & client profile, Domestic & International presence, Alliance and joint ventures	
j)	Details of revenue, profit and Turnover of bidder	**Revenue, Profit and Annual Turnover pertaining to FY 2023-24,2024-25, 2025-26 (Rs. In Lacs)**
k)	Gross revenue	
l)	Net Profit of the bidder	
m)	Total Turn over	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP document.

2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP document, in short listing of bidders.

3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.

4. We confirm that this response, for the purpose of short-listing, is valid for a period of 90 days, from the date of opening of the Bid.

5. We confirm that we have noted the contents of the RFP document and have ensured that there is no deviation in filing our response and that the Bank will have the right to disqualify us in case of any such deviations.

6. I / We understand that the amount of BG shall be forfeited if I/We fail to accept the order that may be awarded as L-1 bidder, or failure to carry out the obligations as per the scope of work defined in the RFP.

Place:
Date: Seal & Signature of the bidder

Annexure –III

Bidder's Eligibility Criteria (Technical Bid)

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Dear Sir,

Subject: ***Bid Reference Number: CGB/CO/Infra/113/2026-27 Date: 05.09.2026for Supply, Installation, Configuration and Maintenance of Server Systems***

Sl No.	Criteria	Proof to be submitted	Compliance (Y/N)
1.	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Partnership Firm / a Limited Liability Partnership company under the Indian Partnership Act, 1932 and Limited Liability Partnership Act 2008, respectively in India and should be in existence for last 3 years from the date of issuance of RFP.	Copy of the Partnership deed/ Certificate of Incorporation as the case may be.	
2.	The Bidder should not have been blacklisted / barred by any Public Sector Bank, RBI / NHB, any PSU or IBA for any reason viz. delay in providing services / support under such contracts at the site, at the time of bidding.	Self-Declaration to this effect must be submitted on the bidder's letterhead.	
3.	The bidder must have Registered Office in the state of Chhattisgarh.	Attach the proof of address of Registered Office along with details of person in-charge (name and contact details) of the Centre.	
4.	OEM Authorization/MAF for participating in the Bid	Ink Signed MAF from OEM allowing the bidder to participate in this Bid. (As per Annex XIII)	
5.	The Bidder should have a total turnover (cumulative) of Rs. 03 Crore (Three Crore) or above during last 03 (Three) Financial Years (ending 31 Mar 2026).	Attach Work/Supply Order and/or CA certified copies of the financial statements for FY, 2023-24, 2024-25 & 2025-26	
6.	The bidder should have successfully supplied and commissioned servers'/server infrastructure or similar IT infrastructure to Government Institutions/Undertakings/affiliated bodies/Banks/Financial Institutions/PSUs during any of the last three (03) Financial Years.	The Bidders must submit certified copies of Purchase / Work Order. Also, submit latest satisfactory performance certificate from 3 (three) different clients.	

7.	Net worth of the vendors must be in positive during the last 3 years and and also should not have eroded by more than 30% (thirty percent) in the last three Financial Years	Attach audited / provisional Balance Sheet & P&L of FY 2023-24, 2024-25 & 2025-26 of the company along with CA Certified copies of Net worth	
8.	The bidder should have been registered for PAN and GST.	Attach copies of PAN and GST registration certificate	
9.	The bidder should have well established and certified standards / procedures for all the services rendered.	Self- Declaration and/or any certifications / awards from recognised bodies may be attached	

For the purpose of considering the Bidders Eligibility Criteria viz. the certification, licenses etc., the credentials of the Bidding company and its taken over company, if any, shall be taken into account collectively.

Place:
Date: Seal & Signature of the bidder

Indicative Commercial Proposal for Server (Commercial bid)

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Dear Sir,

Subject: ***Bid Reference Number: CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for Supply, Installation, Configuration and Maintenance of Server Systems***

Bid Reference Number: **CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for above mentioned subject.**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged we, the undersigned, submit our Indicative Commercial Bid of Rs. __________ (Rupees ______________________________) for the Supply & Maintenance of Server Infrastructure for Chhattisgarh Gramin Bank, in conformity with the said Bidding Documents and the requirements specified therein."

Sr. No.	Parameter	Minimum Requirement (**Refer Appendix– B**)	Price without GST (₹)	Total with GST (₹)
1	Processor	Intel Xeon latest generation processor, Minimum 64 cores or higher		
2	Memory	Minimum 256 GB DDR5 ECC RAM or higher, expandable up to 1024 GB		
3	Storage	Minimum 32 TB usable capacity or higher using Enterprise-grade NVMe SSD & OEM-supported SSDs		
4	Network	High-speed Ethernet Minimum 2 × 10/25 GbE RJ 45		
5	Other Cost	All Additional Components (Power Supply, Warranty, Support etc. as per **Appendix– B**)		
		TOTAL SERVER PRICE		

TOTAL SERVER PRICE IN WORDS: ______________________________with GST (in ₹.)

Price is inclusive of duties, levies, freight, insurance, delivery, installation charges and Labour charges, 3 years Warranty for goods. TDS if any will be deducted from the payment. The Warranty period is for 3 years from the date of Installation.

We confirm that we have quoted price per unit inclusive of any taxes, levies, duties, all charges including charges related to freight, insurance, forwarding, packing, pickup, labour, transportation and visiting charges of representative for repair & maintenance of supplied supplied Server Infrastructure.

In case of any kind of discrepancy in commercials quoted and evaluated:

a) If there is a discrepancy between words and figures, the amount in words shall prevail.

b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.

c) All liability related to non-compliance of applicable laws and regulations will be responsibility of the bidder.

d) The bank shall not incur any liability to the affected bidder on account of such rejection.

e) The bidder whose technical and commercial bid is accepted will be referred to as "Selected Bidder" and the bank will notify the same to the selected bidder.

f) We confirm that we shall provide all the required documents and supporting documents mentioned in the RFP document, along with all applicable Annexures, declarations, certificates, and other documents as required under the RFP.

Office Seal (Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:
Telephone No & E-Mail ID:

Place:

Date:

<u>SLA Terms & Conditions for Supply and Maintenance of Server Infrastructure for Chhattisgarh Gramin Bank</u>

(This should be on letter head of bidder duly signed and stamped by authorized signatory)

1. **<u>Contract Period.</u>** The contract between the successful Vendor and the Bank will be valid for a period of Three years from the date of acceptance/commissioning of the Server Infrastructure, or as specified in the RFP. The successful bidder shall provide warranty/support services for the supplied server infrastructure during the applicable warranty period. The successful bidder shall not subcontract or delegate or permit anyone other than the bidder's personnel to perform any of the work, services or other performance required under the Contract without the prior written consent of the Bank. The Bank, at its discretion, may permit or deny the same.

2. **<u>Scope of Work</u>**

a) The Successful Bidder, upon signing the Agreement and submission of the required Performance Bank Guarantee, if applicable, will be awarded the Work Order. The Work Order will contain the details of the Server Infrastructure, quantities, delivery location and other applicable requirements. The successful bidder shall supply and commission the server infrastructure as per the specifications and requirements of the RFP.

b) **The warranty of the Server Infrastructure shall be 3 years from the date of installation/commissioning and acceptance by the Bank.** During the Warranty period, comprehensive onsite support shall be provided by the Vendor/OEM at the location where the Server Infrastructure has been installed.

c) During the Warranty period, if any equipment/component supplied by the Vendor ceases to function under normal operating conditions, the Vendor shall repair or replace the same at no additional cost to the Bank.

d) The successful bidder shall carry out necessary firmware, BIOS and configuration updates/reinstallation required for the supplied Server Infrastructure during the Warranty period, at no additional cost to the Bank, wherever applicable.

e) The successful bidder shall deliver the ordered Server Infrastructure within 3 weeks from the date of issuance of the Purchase Order/Delivery Instruction Any delay in delivery shall attract applicable liquidated damages/penalty as specified in the RFP.

f) The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and installation. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from “Warehouse to final destination” on “All Risks” basis, including War Risks and Strikes.

g) Any other equipment, accessories, components, software or utilities required to operationalize the Server Infrastructure in accordance with the RFP requirements shall be provided by the Vendor without any additional financial implication to the Bank.

h) If any malfunction, hardware failure, performance issue or other defect is observed in the supplied Server Infrastructure during the Warranty period, the Vendor shall repair or replace the affected equipment/component at no additional cost to the Bank.

3. **<u>Pre & Post Delivery Inspection</u>**

a) The Bank (CGB) or its representative(s) shall have the right to do Pre Delivery Inspection of the Hardware being proposed for the purchaser at the Bidder's premises or OEMs manufacturing site to ensure that Hardware being provided to the Bank confirms to requisite specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

b) Further Bank also reserves the right to do Post Delivery inspection of the hardware at Bank's Premises where supplier has delivered the Hardware. In such cases, Bidder has to provide the required support/tools to carry out the Post Delivery inspection of the hardware supplied.

c) Should any inspected or tested hardware fail to conform to the Specifications asked in the RFP, the Purchaser may reject the hardware, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

d) The Purchaser's right to inspect, test and where necessary, reject the hardware after the delivery shall in no way be limited or waived by reason of the hardware having previously been inspected, tested and passed by the Purchaser. **The Bank may appoint a Third Party (Firm/Individual) or an IT Officer(s) of the Bank for the purpose of Pre-Delivery Inspection and Post-Delivery Inspection, as nominated by the competent authority of the Bank**.

e) The supplier shall provide unrestricted access to its or its OEM premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/ regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection.

4. **<u>Maintenance</u>**

a) The Server Infrastructure supplied under this RFP shall have a comprehensive warranty of Three (3) years from the date of installation/commissioning and acceptance by the Bank. The Vendor shall provide comprehensive onsite warranty support and maintenance services for the supplied Server Infrastructure during the warranty period.

b) The selected Vendor shall ensure that professionally qualified personnel are available to provide onsite/remote maintenance and technical support as required. Maintenance shall include, but not be limited to, troubleshooting, hardware fault resolution, replacement of defective components, BIOS/firmware updates, configuration support, system health checks, monitoring and other activities necessary to keep the Server Infrastructure operational as per the Bank's requirements. In case of any failure of the Server Infrastructure, the Vendor shall ensure that the system is restored to operational condition to the satisfaction of the Bank.

c) The Vendor shall rectify any defects, faults and failures in the Server Infrastructure and shall repair/replace worn-out or defective parts/components as per the SLA requirements. In case any defect, fault or failure cannot be repaired or rectified within the stipulated SLA period, the Vendor shall take necessary corrective measures, including replacement of the defective equipment/component, at no additional cost to the Bank.

d) The Vendor shall carry out the required maintenance and support services during the Warranty/Contract period. In the event of the Vendor's failure to provide the required services within the stipulated SLA, the Bank may get the work carried out through another vendor/agency and recover the applicable costs and/or penalties from the Vendor as per the terms of the RFP and SLA.

e) Preventive Maintenance. The Vendor shall conduct preventive maintenance of the Server Infrastructure, including inspection, health checks, diagnostics, firmware/BIOS review, performance checks, cleaning and other necessary preventive activities, at least once in a year or as recommended by the OEM. Preventive maintenance shall be carried out without adversely affecting the Bank's operations.

5. **Performance Expected.**

'System Uptime' for the purposes of this document is defined as the productive and error-free operational time of the Server/System reckoned on a quarterly basis. The Vendor shall guarantee and ensure, post installation, a System Uptime Efficiency of 99.5% on a quarterly basis for the complete configuration of the proposed Server/System.

$$\left\{ \frac{\text{Total Time} - \text{Down Time}}{\text{Total Time}} \right\} \text{X } 100$$

- **Total Time** is the total number of hours during which the Server/System is required to remain operational at the Bank's designated site during the quarter.
- **Total Downtime** is the aggregate time during which the Server/System remains unavailable due to equipment malfunction, hardware/software failure, or improper maintenance attributable to the Vendor.
- Downtime arising from **scheduled preventive maintenance, planned activities approved by the Bank, or circumstances beyond the reasonable control of the Vendor** shall not be considered for calculation of System Uptime, subject to the terms of the SLA.

6. **Performance Security**.

Within 15 days of issue of the Purchase Order, the successful bidder shall furnish to the Bank a Performance Security equivalent to **5% (Five percent) of the Contract Value** in the form of a Bank Guarantee issued by a Scheduled Commercial Bank in India, valid for **39 months (36**

months contract/warranty period plus 3 months claim period), in the format enclosed as **Annexure-VIII**. The Performance Security may be invoked by the Bank as compensation for any loss resulting from the Bidder's failure to fulfil its contractual obligations or for any other claim arising under the Contract.

7. **Escalation Matrix**. The successful bidder shall provide an Escalation Matrix as per **Annexure-VII**. Any changes arising due to new appointment, resignation, promotion, transfer or any other change in the personnel mentioned in the Escalation Matrix shall be promptly communicated to the Bank and the updated Escalation Matrix shall be provided accordingly.

8. **Penalty Charges**.

Delivery Penalty: Failure to deliver the ordered Server/System within the stipulated delivery period specified in the Purchase Order shall attract Liquidated Damages/penalty as specified in the RFP, subject to the terms and conditions of the Contract. The successful bidder shall deliver the ordered server within three (3) weeks from the date of issuance of the Purchase Order/Delivery Order and complete the installation within the stipulated timeline. Any delay beyond the stipulated period shall attract a penalty of ₹1,000/- (Rupees One Thousand only) per day or part thereof, calculated from the date of expiry of the stipulated two-week delivery period.

Maintenance Penalty:

Any hardware that is reported to be down by 2.00 p.m. on a given date should be either fully repaired or replaced by a temporary substitute (of equivalent configuration) latest by the next 48 hours. In case the bidder fails to meet the above standards of maintenance (beyond the permissible limit as mentioned above), the Bank may impose a penalty of ₹500/- per hardware per day.

The penalty incurred by the Vendor (if any) during the Warranty Period, due to any lapse on the Vendor's part in not providing satisfactory maintenance services and not maintaining the mentioned uptime, shall be payable through the submitted Performance Bank Guarantee (PBG) at the end of the contract or For deduction of the penalty in this regard, the Bank may deduct the penalty amount from the remaining 5% payment due at the end of the Warranty Period (3 years).

9. **Payment Terms**.

Ninety-Five (95%) of the price of the Server delivered at the designated Bank location shall be paid upon submission of the invoice, proof of delivery and other relevant documents.

The remaining Five (5%) of the price shall be paid upon successful completion of the 3-year (warranty Period) form the date of delivery.

TDS, GST TDS and applicable penalties, if any, shall be deducted from the payment as per applicable rules.

Insurance. The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and installation. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis, including War Risks and Strikes. In case the successful bidder is covering the goods under a Master Policy, the Bidder shall submit a declaration along with a copy of the Master Insurance Policy stating that all the supplied items are covered under the said policy. If the required transit insurance documentation is not provided, the Bank shall be entitled to deduct the applicable amount from the payment, as specified in the RFP.

10. **Compliance**

a) **IT Act 2000.**

The equipment to be quoted as per this tender should comply with the requirements under Information Technology (IT) Act 2000 and subsequent amendments and related Government/ Reserve Bank of India guidelines issued from time to time.

b) **Regulatory bodies' & CGB's Policies**.

The successful bidder shall have to comply with IT policy of Financial Regulatory bodies viz- RBI and NABARD and that of CRB's IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy, Outsourcing policy, etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

11. **Limitation of Liability**.

a) Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for this RFP, contract value means the aggregate value of the price break-up finalized with the successful bidder. This limit shall not apply to third party claims for: -

i. IP Infringement indemnity

ii. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.

b) If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, Vendor should defend the Bank against that claim and pay amounts finally awarded by a court against Bank or included in a settlement approved by Vendor.

12. **Indemnity Clause**. With regard to confidentiality obligations, the receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants. Further, if at the time of the supplying the goods or services or installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any right claimed by any third party in India or abroad, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on

account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf

13. **Patent Rights**. The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/ e-mail/ registered post.

14. **Intellectual Property Rights (IPR)**

a) Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

b) Bidder warrants that the inputs provided and/ or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

c) In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse the bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

d) The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

e) The bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/ referred to other clients, agents or distributors.

15. **Jurisdiction and Applicable Law.** The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Raipur, in the state of Chhattisgarh, India. Compliance with Labour and Tax laws, etc. will be the sole responsibility of the supplier/ service provider at their cost.

16. **Confidentiality**

a) The supplier will be exposed to internal business information of the Bank, affiliates, and/ or business partners by virtue of the contracted activities. The Bidder/ their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data/ information. After termination of the contract also the successful bidder/ supplier shall not divulge any data/ information collected from the Bank during the project.

b) During expiry or termination of the contract, the successful bidder shall hand over to the Bank all documents, configuration details, technical information, reports and other project-related information pertaining to the supplied Server/System, as applicable. The successful bidder shall provide necessary support to the Bank for transition, handover and closure of services, wherever required, without any additional cost to the Bank.

c) The supplier will have to enter into a Non-Disclosure Agreement (Annexure-X) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

d) The successful bidder and its employees either during the term or after the expiration of the contract shall not disclose any proprietary or confidential information relating to the project, the services, the contract, or the business or operations without the prior written consent of the Bank.

e) The successful Bidder shall ensure that any Bank data or confidential information stored on equipment, storage media or other IT resources handled by the Bidder during installation, maintenance, repair, replacement or support activities is appropriately protected and securely removed or returned to the Bank, as applicable.

17. **Negligence**. In connection with the work or contravenes the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given in writing by the Bank in connection with the work or contravenes the provisions of other Terms, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.

18. **Amalgamation**. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder with respect to continuing of the contract or termination of the contract.

19. **Pre-Contract Integrity Pact**. Bidders shall submit Pre-Contract Integrity Pact (IP)

along with the technical bid as per **Annexure-XI** of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings. The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Pre-Contract Integrity Pact with the unsuccessful bidders will be valid till 6 months after the contract is awarded to the successful bidder. Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.

20. Other Terms and Conditions

a) The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

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

c) The cost of preparing the proposal, including visits to the Bank by the bidder, is not reimbursable.

d) All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (Power of Attorney (POA) proof to be submitted). A certificate of authorization should also be attached along with the bid.

e) The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.

f) Any additional or different terms and conditions proposed by the bidder would deem to be rejected unless expressly assented to in writing by the bank.

g) Bank reserves the absolute right to reject any bid if the same is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.

h) To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder. The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.

i) In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

j) The bidder shall submit a Non-Disclosure Agreement duly signed by authorized signatories.

21. General Terms and Conditions

a) **Rejection of Bids**.

The Bank reserves the right to reject the Bid if,

i. Bidder does not meet any of the pre-bid eligibility criteria mentioned in RFP.

ii. The bid is incomplete as per the RFP requirements.

iii. Any condition stated by the bidder is not acceptable to the Bank.

iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.

v. Required information not submitted as per the format given.

vi. Any information submitted by the bidder is found to be untrue/ fake/ false.

vii. The bidder does not provide, within the time specified by the bank, the supplemental information/ clarification sought by the bank for evaluation of bid.

b) The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

c) In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how Proposals will be interpreted by the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

d) Any clarifications to the RFP should be sought by email as per the dates mentioned in the Schedule of Events. Bank will answer all the questions/ queries received by email / GeM portal.

e) Proposals received by the Bank after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

f) In case of any change in timeline, the same shall be updated on the Bank's website and shall be applicable uniformly to all bidders.

Note: This SLA format is only indicative and not limited.

Annexure - VI

Contract Format

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made the ....day of.................................2026. Between Chhattisgarh Gramin Bank (CGB), having its Corporate Office at Plot No 47, Sector 24, Atal Nagar, Nava Raipur, Raipur, Chhattisgarh - 492018 (hereinafter “the Purchaser”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and ………………………………… (Name of Supplier) having its Registered Office at …………………………………………………… (City and Country of Supplier) (hereinafter called “the Supplier”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Purchaser invited bids vide GeM RFP No. CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for procurement of Server Infrastructure / Rack Servers and related hardware and software (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for .... (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   a) GeM Bid Document No. ……………….. dated …………………..;

   b) GeM Sanction No………………………….. dated ………………....;

   c) GeM Contract No………………………….. dated …………………..

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods 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.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

TOTAL CONTRACT VALUE:

DELIVERY SCHEDULE:

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, Sealed and Delivered by the

said .... (For CHHATTISGARH GRAMIN BANK)

in the presence of: ....

Signed, Sealed and Delivered by the

said .... (For the supplier)

in the presence of: ....

Annexure - VII

Escalation Matrix and Service Engineer Details

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Dear Sir,

Subject: ***Bid Reference Number: CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for Supply, Installation, Configuration and Maintenance of Server Systems***

Escalation Matrix (Procurement Division):

Escalation Level	1st Level	2nd Level	3rd Level
Employee Name			
Designation			
Contact No.			
Email ID			
Address			

Escalation Matrix (Supply /Delivery Division):

Escalation Level	1st Level	2nd Level	3rd Level
Employee Name			
Designation			
Contact No.			
Email ID			
Address			

Details of Service Engineers

Employee Name	Employee No.	Contact No.	Qualification	Experience (Years)	Specialization

Place:

Date: Seal & Signature of the bidder

Performa for Performance Bank Guarantee

(On proper Non-Judicial stamp paper by successful bidder)

The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

In consideration of **Chhattisgarh Gramin Bank** (hereinafter called "**CGB**") having its office at the aforesaid address, having agreed to engage for Supply, Installation, Implementation, Configuration and Maintenance of Server Infrastructure with M/s_____________________ from _________________________ having its office at_________________________(hereinafter called "the said Supplier/Vendor/Contractor") under the terms and conditions of an Agreement dated ___________________(Empanelment letter date, hereinafter called "the said Agreement").

Towards the security for the due fulfilment of the terms and conditions contained in the said Agreement, it has been agreed by the said Supplier/Vendor/Contractor shall provide a Bank Guarantee for Rs. ________ (Rupees ________________ only).

We ___________ (indicate the name of the bank) (hereinafter referred to as "the Bank") at the request of _____________(Supplier/Vendor/Contractor) do hereby undertake and guarantee to pay to the CGB an amount not exceeding Rs. _______ (either in lump sum or in parts) against any loss or damage caused to or suffered or would be caused to or suffered by the CGB by reason of any breach by the said Supplier/Vendor/Contractor(s) of any of the terms or conditions contained in the said Agreement.

Unless repugnant to the context or meaning thereof, expressions, CGB, Supplier/Vendor /Contractor, Bank shall mean and include their heirs, representatives, successors, executors, administrators, assigns, etc., as may be applicable,

1. The Bank does hereby undertakes to pay the amount(s) due and payable under the guarantee without any demur, merely on a demand from the CGB stating that the amount(s) claimed is/are due by way of loss or damage caused to or would be caused to or suffered by the CGB by reason of breach by the said Supplier/Vendor /Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier/Vendor/Contractor(s) failure to perform its obligations under the said Agreement. Any such demand made by the CGB on the Bank shall be conclusive as regards the amount(s) due and payable by the Bank under this guarantee, whether made in one go or in parts. However, Bank's liability under this guarantee shall in totality be restricted to an amount not exceeding Rs.__________ , whether or not invoked or if invoked, in part or otherwise.

2. The Bank undertakes to pay the CGB any money so demanded notwithstanding any dispute or disputes raised by the Supplier/Vendor/Contractor(s) or any suit or proceedings pending before any Court or Tribunal relating thereto. Thereby meaning that Bank's liability under the present guarantee shall be absolute and unequivocal in any circumstances what so ever, if called upon to pay by the CGB. However our liability shall not exceed in Rs.____________ (in words)

3. The Bank further agrees 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 Agreement and that it shall continue to be enforceable till all the dues and or advances made by the CGB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till __________, the CGB certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the CGB discharges this guarantee, either in writing or by returning the Original Guarantee Bond or till its expiry whichever is earlier to the Bank.

4. The Bank before the release of the Bank Guarantee Bond in original by the CGB and before the expiry of this guarantee, as per clause 3 of this Guarantee Bond, may renew this guarantee for the same period as was initially requested upon for this guarantee or for any shorter period, at the option of the CGB, under intimation to the vendor.

5. The Bank further agrees with the CGB that the CGB shall have the full liberty without Bank's or Supplier/Vendor/Contractor(s) consent and without affecting in any manner Bank's obligations hereunder to vary any of the terms and conditions, of the said Agreement or to extend time of performance by the said Supplier/Vendor/Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CGB against the said Supplier/Vendor/Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Supplier/Vendor /Contractor(s) or for any forbearance, act or omission on the part of the CGB or any indulgence by the CGB to the said Supplier/Vendor /Contractor(s) 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 the Bank, in any manner what so ever.

6. This guarantee will not be discharged during its currency due to the change in the constitution of either the Bank or the CGB or the Supplier/Vendor /Contractor(s), in any manner what so ever.

7. The Bank lastly undertakes not to revoke this guarantee during its currency or extensions thereof, except with the prior consent of the CGB, in writing or otherwise than as is provided in this Guarantee.

8. The Bank also agrees that the CGB at its option shall be entitled to enforce this

Guarantee against the Bank as its principal debtor in first instance without proceeding against the said Supplier/Vendor /Contractor(s), and notwithstanding any security or other guarantees that the CGB may have in relation to or in relation to the Supplier/Vendor /Contractor(s) liabilities from time to time, as this guarantee constitutes a separate, distinct and independent contract between the Bank and the CGB.

9. Any officer of the CGB of the rank of Senior Manager or above, duly authorized in this regard, shall be competent to issue demand/notice or to issue any appropriate instructions, as the circumstances may warrant, to the Bank under this Guarantee, which the Bank shall have to comply immediately and forthwith, without raising any dispute or question/s in regard there to, in any manner what so ever.

10. Notwithstanding anything contained herein above:

a) The liability of the Bank under the guarantee shall not exceed ___________ (in words).

b) This Bank Guarantee shall be valid till ________ or till the issue of a fresh Bank Guarantee to the CGB with an extended period in lieu thereof or till the CGB certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the CGB discharges this guarantee, in writing and by returning the Original Guarantee Bond to the Bank.

c) The bank before the release of the Guarantee Bond in Original by the CGB and before the expiry of this guarantee may at its option renew this guarantee for the same period as was initially agreed upon for this guarantee or any shorter period, at the option of the CGB, under intimation to the vendor.

d) The Bank is liable to consider any notice for invocation of Bank Guarantee as a default by the Supplier/Vendor/Contractor(s) and shall be under an obligation to pay to the CGB the entire amount of Guarantee or any part thereof under this Bank Guarantee only and only if the CGB serves upon the Bank a written claim or demand before the expiry of either the Bank Guarantee or any extended period/s under this Bank Guarantee, as the case may be.

Notwithstanding anything contained herein our liability under this Bank guarantee shall not exceed Rupees ……………/- (Rupees ………………................. Only) This Bank guarantee shall be valid upto………………. and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before……………………….

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

Date the _____________ day of ______________2026

Signature

Name

Designation with Bank stamp

Annexure - IX

Undertaking by the Bidder: Non-Blacklist Certificate

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

To,
General Manager (IT)
Chhattisgarh Gramin Bank
Polt No. 47, Sec-24
Atal Nagar, Nava Raipur
Raipur (CG)-492018

UNDERTAKING

Dear Sir,

I/We,______________________________(Bidder name), hereby undertake that-

As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.

We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Date:

Place:

Authorized Signatory
(Name, Designation and Seal of the Company)

Annexure– X

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at ____________________between: CHHATTISGARH GRAMIN BANK a Regional Rural Bank established in the State of Chhattisgarh on 02 Sep 2013, by the amalgamation of erstwhile Chhattisgarh Gramin Bank (CGB), Surguja Kshetriya Gramin Bank (SKGB) and Durg-Rajnandgaon Gramin Bank (DRGB) vide notification F. No. 7/9/2011-RRB dated 02 Sep 2013 issued by Department of Financial Services, Ministry of Finance, Govt. of India. State Bank of India is the sponsored bank of CGB and the share holding pattern is - Central Government – 50%, State Government – 15% Sponsor Bank – 35%. The Chhattisgarh Gramin Bank, with Chhattisgarh presence through 11 Regional Offices and 619 branches, here in after referred as Bank which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns of the ONE PART;
And_______________________________________ a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at ______________________ (hereinafter referred to as "_____________________ " which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART; And Whereas

1. ____is carrying on business of providing _____________________________________, has agreed to _______________________________ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that:

i. is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party;

ii. becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party;

iii. became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or

iv. is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

i. the statutory auditors of the either party and

ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **<u>Rights and Remedies</u>**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies(including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

i. Suspension of access privileges

ii. Change of personnel assigned to the job

iii. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Raipur, Chhattisgarh and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Raipur, Chhattisgarh.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) The Agreement shall be effective from ________________("Effective Date") and shall be valid for a period of_______year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g.,source code) shall survive in perpetuity.

5. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this___________day of________(Month) 2026 at Raipur.

For and on behalf of ____________________________

Name		
Designation		
Place		
Signature		

For and on behalf of ______________________________

Name		
Designation		
Place		
Signature		

Annexure– XI

PRE-CONTRACT INTEGRITY PACT

Between
Chhattisgarh Gramin Bank (CGB)
(Hereinafter referred to as **"The Principal")**

And

M/s ……………………………….
(Hereinafter referred to as **"The Bidder/Contractor")**

Preamble

WHERES The Principal has floated the Open Tender on GeM No Reference No. CGB/CO/Infra/113/2026-27 Date: 05.09.2026 (hereinafter referred to as Tender) and intends to award, under laid down organizational procedures, contracts for **……………………………………………………………..** (hereinafter referred to work of Tender)

AND WHERES The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness *I* transparency in its relations with its Bidder(s) and*I* or Contractor(s).

AND WHERES to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as Integrity Pact), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Integrity Pact witnessed as under -

Section 1 - Commitments of the Principal

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

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

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

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

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

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

1. It is required that each Bidder/Contractor (Including their respective officers, employees and agents) adhere to the highest ethical standards and report to Government/Department all suspected acts of fraud or corruption of coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of contract.

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

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

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

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

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

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

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

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

4. The Bidder(s)/ Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice, willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to actin 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 Government/Principal interests.

5. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include 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 of property) to influence their participation in the tendering process.

Section 3 – Consequences of Breach

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

2. lf the Bidder(s)/Contractor(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 after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor 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. Such exclusion may be forever or for a limited period as decided by the Principal.

3. **Forfeiture of Earnest Money Deposit/ Performance Guarantee/Security Deposit (If Any)**. lf the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/Performance Guarantee and Security Deposit of the Bidder/Contractor.

4. **Criminal Liability**. lf the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which

constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation. The Principal will inform the same to the Chief Vigilance Officer.

Section 4 - Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.

2. lf the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal.

3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

Section 5 - Equal treatment of all Bidders *I* Contractors *I* Subcontractors

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

2. The Principal will enter into pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal will disqualify Bidders who do not submit the duly signed Integrity Pact between the Principal and the Bidder along with the Tender or violate its provisions at any stage of the Tender process.

Section 6 – Duration of the Pact

1. This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/determined by the Principal.

Section 7 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Raipur (Chhattisgarh).

2. Changes and supplements as well as termination notices need to be made in writing.

3. If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all partners or consortium members. In case of company, the Integrity Pact must be signed by a representative duly authorized by board resolution.

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

5. Issues like Warranty / Guarantee etc. shall be treated as per contract or terms and conditions of the tender.

6. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.

7. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.

8. lf any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the competent authority.

Section 8 - Legal and Prior Rights

1. 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 to any of the provisions covered under this Integrity Pact.

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

(For & On behalf of the principal)

(Office Seal)

(For & On behalf of Bidder / Contractor)

(Office Seal)

Place ....

Date ....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure - XII

<u>Undertaking of Authenticity of Hardware and Software</u>

(This letter should be on letter head of bidder duly signed and stamped by authorized signatory)

The General Manager (Administration)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh - 492018

Dear Sir,

Subject: ***<u>Reference to Bid CGB/CO/Infra/113/2026-27 Date: 05.09.2026 : for Supply of server System for Chhattisgarh Gramin Bank.</u>***

<u>Ref:</u> *1. Your Purchase Order No.________________dated_____________*

2. Our Invoice No. / Quotation No.________________dated________

With reference to the equipment being quoted to you (CGB) vide our quotation No.___________ ____________dated______________

We hereby confirm that all the components/parts/assembly/software etc used in the equipment to be supplied shall be original and new components/ parts/ assembly/ software only, from the respective OEMs of the products and that no refurbished/duplicate/second hand components/ parts/ assembly/ software shall be supplied or shall be used. We also undertake to produce certificate from Original Equipment Manufacturer (OEM) (if required by you) in support of the above statement at the time of delivery / installation.

We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorised License Certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System).

In case of default and the bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

In case of default and we are unable to comply with above, at the time of delivery or during installation, for the IT Hardware and/or Software already billed, we agree to take back the equipment without demur, if already supplied and return the money if any paid to us you in this regard.

Yours faithfully,

Authorised Signatory

Place	Company Seal /stamp
	Name:
Date:	Designation:

Annexure XIII.

Manufacturer's Authorisation Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated . This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the person with the proper authority to sign documents that are binding on the Manufacturer].

Date: **[insert date (as day, month and year) of Bid Submission]**

Bid No.:

To,
The General Manager (Administration)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Naya Raipur
Raipur, Chhattisgarh – 492018

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factory *[insert full address of Manufacturer's factories]* do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Bid of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name : *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Date on ________________ day of _________________ *[insert date of signing]*

ANNEXURE XIV

Make in India OEM Certificate for Local Content & Value addition

(To be submitted on the OEM's Letterhead)

Date: ____________

To,
The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Nava Raipur
Raipur, Chhattisgarh – 492018

Subject: Certificate for Local Content and Local Value Addition under Make in India Policy

Dear Sir/Madam,

With reference to the CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for the Procurement of Server (Qty: 1), we, M/s ___________________________, being the Original Equipment Manufacturer (OEM) of the proposed Server, hereby certify the following:

Sl. No.	Particulars	Details
1	Name of OEM	
2	Address of OEM	
3	Name and Model of Proposed Server	
4	Country of Origin of the Proposed Server	
5	Percentage of Local Content	______ %
6	Details of Local Value Addition	
7	Location(s) where Local Value Addition is carried out	
8	Details of Manufacturing / Assembly / Integration Activities carried out in India	

We hereby certify that the proposed Server offered against the above-mentioned RFP has local content of _______%, and the local value addition activities are carried out at the location(s) mentioned above.

We further confirm that the information provided in this certificate is true, correct and complete. We understand that any incorrect declaration or misrepresentation regarding local content may result in rejection of the bid and/or any other action as per applicable Government of India, GeM and Bank guidelines.

This certificate is being issued specifically for the purpose of claiming Purchase Preference under the Make in India policy, subject to fulfillment of the applicable eligibility criteria and guidelines.

For and on behalf of the OEM

Signature: ___________________________

Name: _______________________________

Designation: ______________________________

Name of OEM: ______________________________

Official Seal: ______________________________

Date: ______________________________

Place: ______________________________

ANNEXURE XV

FORMAT FOR OEM CERTIFICATE FOR FREE FROM MALICIOUS CODE

(To be submitted on the OEM's Letterhead)

Date: ____________

To,
The General Manager (IT)
Chhattisgarh Gramin Bank (CGB)
Plot No. 47, Sector-24
Atal Nagar, Nava Raipur
Raipur, Chhattisgarh – 492018

Subject: OEM Certificate for Free from Malicious Code

Dear Sir/Madam,

With reference to the RFP No. CGB/CO/Infra/113/2026-27 Date: 05.09.2026 for the Procurement of Server , we, M/s __________________________, being the Original Equipment Manufacturer (OEM) of the proposed Server, hereby certify that the hardware, firmware, software, drivers, utilities, management tools and any other components supplied as part of the proposed Server solution are free from any known malicious code, including but not limited to viruses, malware, spyware, ransomware, trojans, backdoors, logic bombs, or any other unauthorized or harmful code.

We further certify that:

1. The proposed Server and its associated OEM-supplied firmware, drivers, utilities and management software are genuine and sourced through authorized channels.

2. The OEM has not knowingly incorporated any malicious code, backdoor, hidden functionality or unauthorized mechanism that may compromise the confidentiality, integrity or availability of the Server or the Bank's IT environment.

3. All OEM-supplied software, firmware and utilities provided with the Server shall be from authorized and legitimate sources.

4. The OEM shall provide security patches, firmware updates and other relevant security updates, as applicable, during the warranty/support period in accordance with the applicable OEM support policy.

5. In the event that any malicious code or security vulnerability attributable to the OEM-supplied hardware, firmware, software or utilities is identified, the OEM shall provide appropriate support and remediation in accordance with its applicable support and security policies.

We hereby confirm that the information provided in this certificate is true, correct and complete.

This certificate is being issued specifically for submission against the above-mentioned RFP for the Procurement of Server.

For and on behalf of the OEM

Signature: ___________________________

Name: _______________________________

Designation: __________________________

Name of OEM: _________________________

Official Seal: _________________________

Date: ________________________________

Place: _______________________________