



**ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్ ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్**  
**Andhra Pragathi Grameena Bank**  
(Sponsored by Canara Bank)

**Request for Proposal (RFP)**  
**for**  
**“ Supply of 1 mg Electronic Jewel Weighing Scales to our Branches with 3 Years warranty”**

RFP Reference No	: RFP:274/PMSD/EJWS/2024
Date of RFP Document	: 19.08.2024
Date of Pre Bid Queries Date	: 28.08.2024, 3.00 pm
Last Date for submission of RFP	: 10.09.2024, 5.00 pm
Date of Opening of Technical Bid	: 11.09.2024, 10.00 am
Earnest Money Deposit	: Rs. 50000/-
No. of Pages	: 38

Issued by:

General Manager  
Premises Maintenance & Services Department  
HEAD OFFICE, 3<sup>rd</sup> Floor,  
ANDHRA PRAGATHI GRAMEENA BANK  
Beside Mariyapuram Church  
Akkayapalle, Kadapa – 516 003  
**Ph: 9490158007**

Tender for Supply of 1 mg Electronic Jewel Weighing Scales

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### CALENDER OF EVENTS

Sr No	EVENT	DATE	TIME
1	Date of Issue	19.08.2024	
2	Date of Pre Bid Queries submission date	28.08.2024	3.00PM
3	Date of Submission	10.09.2024	5.00 PM
4	Date of Opening of Technical Bid	11.09.2024	10.00 AM
5	Date of opening of Financial Bid	Will be intimated subsequently	
6	Contract period	Two years	

**NOTICE INVITING RFP****REQUEST FOR PROPOSAL (RFP) FOR Supply of 1 mg Electronic Jewel Weighing Scales to our Branches with 3 Years warranty**

Andhra Pragathi Grameena Bank, a Regional Rural Bank having 551 branches and 9 Regional Offices having a network in Anantapuramu, Sri Satya Sai, YSR, Kurnool, Nandyal, Prakasam, Nellore, Tirupati, Bapatla and Annamayya Districts.

The bank proposes to procure the 1 mg Electronic Jewel Weighing Scales for use at various Branches in our service area. Two bids concept (Technical Bid and Financial Bid) in GeM portal for 1 mg Electronic Jewel Weighing Scales are invited. A Firm submitting the proposal in GeM portal in response to this RFP shall hereinafter be referred to as Bidder.

Interested Bidders who are dealing in Supply of the 1 mg Electronic Jewel Weighing Scales and meeting the following Eligibility Criteria may respond.

**ELIGIBILITY CRITERIA**

S.N	Criteria	Documents Required												
1	ISO Certified organization	Valid ISO 9001 ISO Certifications shall be submitted												
2	Is your annual sales turnover Rs. <b>1.00 Crore</b> or higher in each of the last 3 financial years	Latest CA's Certificate and Audited Balance sheets and Profit & Loss statements of last 3 financial years mentioning the turnover. <table border="1"> <thead> <tr> <th>Turnover (Cr)</th> <th>FY 2021-22</th> <th>FY 2022-23</th> <th>FY 2023-24</th> </tr> </thead> <tbody> <tr> <td>Gross</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Turnover (Cr)	FY 2021-22	FY 2022-23	FY 2023-24	Gross				Net			
Turnover (Cr)	FY 2021-22	FY 2022-23	FY 2023-24											
Gross														
Net														
3	Are you a profitable organization in India having profit in each of the last 3 financial years	<table border="1"> <thead> <tr> <th>Profit</th> <th>FY 2021-22</th> <th>FY 2022-23</th> <th>FY 2023-24</th> </tr> </thead> <tbody> <tr> <td>Profit after Tax</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Profit	FY 2021-22	FY 2022-23	FY 2023-24	Profit after Tax							
Profit	FY 2021-22	FY 2022-23	FY 2023-24											
Profit after Tax														
4.	The Bidder should have minimum of 3 years' experience in the activity of supply and maintenance of 1 mg Electronic Jewel Weighing Scales.	Manufacturer / Dealer Certificate. Order copies older than 3 years from the date of this RFP												
5	The Bidder should have supplied 50 Nos of 1 mg Electronic Jewel Weighing Scales, during any one of the three years 31.03.2022, 31.03.2023 and 31.03.2024 to Banks /Financial Institutions in India.	1) Purchase order copies issued by the Bank/ Financial Institutions. 2) Satisfactory completion certificate from Bank/Financial Institutions indicating the date and quantities supplied in respect of the above mentioned purchase order, clearly mentioning model supplied.												

<p>6</p>	<p>The Bidders desirous of quoting should have their own manufactured brand and plant in any part of the India for the 1 mg Electronic Jewel Weighing Scales and should have a permanent office or a subsidiary company in India.</p> <p>OR</p> <p>If the Bidder is not an Original Equipment Manufacturer (OEM) and only an authorized dealer, they should have valid authorization letter from their OEMs to deal/market their product in India and such authorization letter should be valid for a further period of minimum <b>3 years</b> from the date of RFP</p>	<p>Declaration from the manufacturing company signed by the Competent Authority with details of address of manufacturing plant and address of Office / Subsidiary in India.</p> <p>Authorization letter from OEM as per <b>Annexure C</b> in case of authorised dealers.</p>
<p>7.</p>	<p>The Bidder should be able to provide qualified service engineers for attending the problems if any during the Warranty. The availability of services of the engineers for the proposed locations as per <b>Annexure G</b> should be ensured.</p> <p>The Bidder should have at least one service center in our Operational Area of our Bank (i.e. Anantapuramu, Sri Satya Sai, YSR, Kurnool, Nandyal, Prakasam, Nellore, Tirupati, Bapatla and Annamayya Districts of Andhra Pradesh)</p>	<p>Qualified Engineers Should Be employee of the company. The Bidders to furnish their existing service center infrastructure details like contact details with postal address, no. of engineers, jurisdiction of the engineer etc., as per <b>Annexure A 2</b>.</p>
<p>8</p>	<p>The Model quoted by the bidder should have been released /operational in the Market for at least <b>12 months</b> before the date of this RFP.</p>	<p>Proof of order one year prior to date of RFP to be submitted</p>

Before submission of the offer, the Bidders are requested to read the following instructions and the terms and conditions.

## **A. GENERAL RULES & INSTRUCTIONS TO BIDDERS.**

### **1. BIDDING PROCEDURE.**

#### **1.1. Contents of the bid.**

##### **1.1.1 Contents of the Technical Bid:**

- a. All pages of this RFP as downloaded from the GeM Portal duly signed on all pages.
- b. Bidder's Covering letter. This should be as per **Annexure A** with list of clients where the model quoted is supplied.
- c. Power of Attorney / authorization with the seal of the bidder's company /firm in the name of the person signing the RFP documents.
- d. Authorization letter for attending the bid opening as per **Annexure B**.
- e. Profile of the Company / Firm as per Annexure **A1** and **A2**.
- f. Documents in support of all eligibility criteria.**
- g. Technical Compliance Statement and model quoted as per **Annexure A3**.
- h. Technical Offer as per Specifications given in **Annexure E** should be complete with all the columns filled in
- i. Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed.
- j. It is mandatory to furnish the make & model of the machine quoted.

##### **1.1.2. Contents of the Financial Bid.**

- a. Financial bid in GeM portal as per **ANNEXURE – D (1 mg Electronic Jewel Weighing Scale)** which should contain all price information.

#### **1.2 Submission of Bids**

##### **1.2.1. Technical Bid**

The Technical Bid for **1 mg Electronic Jewel Weighing Scale** is to be submitted in GeM portal only as "RFP 274/PMSD/EJWS/2024 Dt 19.08.2024. No physical submission of bid is accepted. EMD shall be submitted through registered post to the address " **General Manager, Premises Maintenance & Services Department, Head Office, 3<sup>rd</sup> Floor, Andhra Pragathi Grameena Bank, Beside Mariyapuram Church, Akkayapalle, Kadapa – 516 003.** EMD shall reach to the above mentioned address before opening of technical bid in GeM portal.

- 1.2.2. The Technical Bid should be complete in all respects and contain all information sought for. The Technical Bid **should not contain any price information**. The Technical Bid should be complete to indicate that all products and services sought for are quoted.

##### **1.2.3. Financial Bid**

The Financial Bid for **1 mg Electronic Jewel Weighing Scale** is to be submitted portal as per GeM portal guidelines.

Financial Bid (also called price bid): **Sum of amount quoted for the 1 no of 1 mg Electronic Jewel Weighing Scales all factorized with weightage as envisaged in Annexure G in GeM.** The Financial Bid should give all relevant price information as per **Annexure D**. The Financial Bid must not contradict the Technical Offer in any manner.

- 1.2.4. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should be submitted in GeM portal. All the pages of the bid should be page initiated with Name, Seal and Signature of the Authorized Signatory. Signing on all pages of RFP will be treated as a confirmation of offer of having accepted the conditions. All papers of Technical Bid must be stamped and signed by the personnel authorized to submit the bid in GeM portal.
- 1.2.5. The bid/s submission shall be through GeM portal only. No physical submission of bids is accepted
- 1.2.6. Bidders / their authorised representatives are requested to be present during the opening of the bids. If any of the Bidders or all the bidders who submitted are not present during the specified date and time of opening it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the Bank will proceed further with opening of the bids in GeM portal in their absence.
- 1.2.7. Financial Bids are to be submitted through GeM Portal. The L1 bidder will be selected through Reverse Auction method as per GeM Portal guidelines.

### **1.3 Opening of Bids.**

- 1.3.1 The Technical Bid shall be opened in GeM portal in the presence of the Bidder's representatives present on **11.09.2024, at 10.00 AM at Premises Maintenance and Services Department, Head Office, Mariyapuram, Kadapa, Andhra Pradesh**, Bidder's authorised representative may be present in the venue well in time along with a copy of authorization (Original as per the format Annexure – B to be enclosed in Technical Bid) and sign in Tender / RFP Register during opening of Technical Bid.

## **2. DETERMINATION OF L-1 PRICE**

The L1 price will be determined on the basis of the lowest price quoted in GeM portal. The Price Bid as per the Bill of Material **Annexure D** on Total Cost of Ownership (TCO) basis and the L1 bidder will be determined accordingly.

## **3. OFFER VALIDITY PERIOD.**

- 3.1 The Offer submitted and the Price quoted therein shall be valid for **24 Months** from the date of Agreement and for such further period as may be requested for by the bank, and agreed to in writing by the bidder.

## **4. PROPOSAL OWNERSHIP**

- 4.1 The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank.

## **5. MODIFICATIONS AND WITHDRAWALS OF BID/S**

- 5.1 Offer cannot be modified or withdrawn by a Bidder after submission of Bid/s. In case any modification required on account of clarifications in Technical bids, such modifications can be done with the prior approval of the bank.

## **6. PRE-BID QUERIES SUBMISSION DATE & TIME**

- 6.1 Pre bid queries should be submitted as per **Annexure M**.
- 6.2 Pre-bid Queries should be sent to E-mail: [hopms@apgb.in](mailto:hopms@apgb.in) and must reach us on or before 28.08.2024, 3.00 PM. Subject of the email should be given as “**Pre Bid Queries for RFP:274/PMSD/EJWS/2024** dated 19/08/2024”. **Queries reaching afterwards will not be entertained.**
- 6.3 Submitted queries may be considered based on the acceptance of competent authority.

## **7. SCRUTINY OF OFFERS.**

- 7.1 The Bank will scrutinize the Bid/s received in GeM portal to determine whether they are complete in all respects as per the requirement of RFP.
- 7.2 The Technical Bid will be evaluated only for those bidders who submit EMD and based on the stipulated eligibility criteria and RFP Terms.
- 7.4. The bidders who comply with the eligibility criteria will be qualified for further evaluation i.e they have to arrange a demo on the working of the machine within 3 days from the date of opening of Technical bid and whoever qualifies, their Price Bid will be opened with due communication by the Bank.

## **8. CLARIFICATION OF OFFERS**

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank, failing which the bids are liable for rejection.

## **9. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

- 9.1. The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.
- 9.2. The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.
- 10.3 The bidder including those, whose RFP is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw the RFP / Recall the RFP.

## **10. INCOMPLETE OFFERS WILL BE REJECTED.**

- 10.1. The incomplete offers will be rejected in GeM portal without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not Furnishing the information sought for.



## 11. ERASURES OR ALTERATIONS.

Offer shall be submitted on prescribed Form only, the documents downloaded from GeM portal have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document.

All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection. The applicant shall submit an under taking in **Annexure - L** stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the GeM portal and same is submitted to the Bank.

## 12. ALTERNATIVE OFFERS /BIDS.

A Bidder/s should specifically quote for one model and no alternate models should be quoted. Any bidder with multiple quoting for multiple models will be rejected. **The model quoted should be mentioned in Annexure A-3 and Annexure E.**

## 13. EARNEST MONEY DEPOSIT.

14.1 The bidder shall furnish Earnest Money Deposit (EMD) of **Rs.50000/-** by way of Demand Draft drawn on any scheduled Commercial bank in favour of Andhra Pragathi Grameena Bank, payable at Kadapa

14.2. No interest is payable by Bank on EMD.

14.3 EMD can also be submitted in the form of Irrevocable Bank Guarantee. The same shall be issued by Scheduled Commercial Bank in India for Rs. **50000/-** with validity for a minimum period of one year from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee shall be as per Annexure-H. The EMD can also be submitted in the form of fixed deposit receipt with lien noted in favour of Andhra Pragathi Grameena Bank, Head Office, Kadapa for an amount of Rs 50000/- for a period of one year

14.4 The EMD should be submitted through registered post to the address : **“General Manager, Premises Maintenance & Services Department, Head Office, 3<sup>rd</sup> Floor, Andhra Pragathi Grameena Bank, Beside Mariyapuram Church, Akkayapalle, Kadapa – 516 003.”**

14.5 The EMD of the Bidders not qualified under Technical Bid and unsuccessful bidder in the financial bid will be returned.

14.6 The EMD of the successful bidder shall be returned within 7 days after signing of agreement and depositing of the Security Deposit as per terms & conditions of the RFP by the bidder.

14.7 The EMD may be forfeited in the following instances:

14.7.1 If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

14.7.2 If the successful bidder fails to sign the agreement and / or fails to furnish Performance Guarantee in accordance with the terms of this RFP within 14 days from the date of receipt of the Purchase Order from the Bank.

## **15.0 PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSES):-**

As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under.

- 15.1** The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.
- 15.2** MSEs participating in Tender/RFPs and qualified for opening price bid, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a MSE & such MSE shall be allowed to supply upto 20% of total Tender/RFP value. In case of more than one such MSE, the supply shall be shared proportionately (to Tender/RFP quantity).
- 15.3** MSEs are also exempted from paying **EMD**. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates as per clause 15.1.

## **B. TERMS AND CONDITIONS:**

### **1. EFFECTIVE DATE**

- 1.1 The contract shall come into effect from the date of Agreement between the Bank and L1 bidder.

### **2. SCOPE OF CONTRACT.**

The scope of purchase contract shall include Supply and delivery of machines securely packed in good condition, making operational, training to the Branch officials and maintenance of machines for 3 years (including warranty) thereof at various branches offices of Banks in service areas of the Bank.

Making operational of machines at respective site should be carried out by the bidder for free of cost.

Purchase order will be issued in phased manner as and when required by the bank.

### **2.3 Definition: The definitions of the words used shall be as follows:**

Bidder – Firm participating for subject RFP.

Bank - Andhra Pragathi Grameena Bank.

Branches – Andhra Pragathi Grameena Bank Branches

Contract - Agreement / Order between Bank and lowest bidder.

Machine : 1 mg Electronic Jewel Weighing Scale.

Vendor: Successful bidder with whom the Bank enters into agreement.

### **3. TIME PERIOD.**

- 3.1 The supply and made the machine operational has to be completed within a period of **15 days** from the date of receipt of the Purchase order by the bidder.

- 3.2. Time is the essence of the Contract. Time Period for delivery and made the machine operational shall be firm and binding on the bidder / vendor.
- 3.3. The successful bidder shall co-ordinate the activities relating to provision of infrastructural facilities within the scope of the Bank. Such facilities shall be specifically listed out by the Bidder at the time of submission of the RFP.
- 3.4. The delay and made the machine operational will attract Liquidated Damages as per clause 7 of the terms & conditions of RFP.
- 3.5 The warranty period will start from the date of machine operational as certified by the Bank in writing.

#### **4. PRICE.**

- 4.1. The Price/s quoted for supply of the 1 mg Electronic Jewel Weighing Scale must be made in Indian Rupees only and shall include the following:
  - a. All duties and importing cost.
  - b. All the applicable Taxes except CST/LST/VAT/Service Tax/GST, which will be paid by bank as per actual & Octroi / Entry Tax. The bank shall reimburse the actual Octroi / Entry Tax paid subject to production of the original receipts issued by concerned Government authorities.
  - c. Cost of any other miscellaneous items supplied by the Bidder for functioning of the machine if any.
  - d. Packing, Transportation and Forwarding charges to the site.
  - e. Making 1 mg Electronic Jewel Weighing Scale operational at free of cost.
  - f. Local levies in the country of origin and shipment
  - g. Minimum of three-Year Comprehensive On-site Warranty from the date of the 1 mg Electronic Jewel Weighing Scale operational at site.
- 4.2 If the bidder fails to include any other expenditure/item in the RFP, no claim thereof will be considered by the bank afterwards.
- 4.3 No escalation in price is permitted for any reason whatsoever. Prices quoted must be firm until the completion of the contract i.e. supply, testing, and operationalizing the 1 mg Electronic Jewel Weighing Scale warranty period.

**5. AGREEMENT:** The Successful bidder shall sign an agreement on bank prescribed format as per Annexure I with the Bank within 14 days from the date of finalization of L1 bidder.

#### **6. DELIVERY.**

- 6.1. The delivery has to be made at various branches as per our directions.
- 6.2. In the event of any change / modification in the locations where the 1 mg Electronic Jewel Weighing Scale is to be delivered, the bidder in such cases shall deliver, at the modified locations at no extra cost to the Bank. However, if the 1 mg Electronic Jewel Weighing Scale is already delivered, and if the modification in location is made after delivery, the bidder shall carry out operationalizing work for free of cost and the modified location and the Bank in such cases shall bear the shifting charges / arrange shifting. The Warranty should be applicable at the altered locations also.

- 6.3 The order will be deemed as incomplete if any component of the 1 mg Electronic Jewel Weighing Scale is not delivered or is delivered but not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the supply and made the 1 mg Electronic Jewel Weighing Scale operational will be termed as incomplete and 1 mg Electronic Jewel Weighing Scale will not be accepted and the warranty period will not commence. The machine will be accepted only after complete operational of the machine.
- 6.4 If the Bidder fails to deliver and / or made the 1 mg Electronic Jewel Weighing Scale operational (1 mg Electronic Jewel Weighing Scale ordered within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. Partial supply of the ordered quantity shall also be considered as breach of contract. In such case, the Bank may invoke the proportionate amount of Security Deposit / Bank Guarantee.
- 6.5 The Bank will not arrange for any Road Permit / Sales Tax/ GST clearance for delivery of machine to different locations and the Bidder is required to make the arrangements for delivery of machine to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- Import / Export license, if any required shall be arranged by the bidder only on his own, at his own cost. Failure to obtain required licence from the competent authority will not be considered as Force majeure.
- 6.6 Operationalizing of 1 mg Electronic Jewel Weighing Scale will be deemed as complete only when the same is certified by the Branch in charge in accordance with the Terms & Conditions of this RFP.
- 6.7. **Post Delivery Test:** The Bank reserves the rights to test i.e. both technical and stress test at least one out of 10 machines after delivery at site. The selection of the machines for testing shall be random selection at Bank's discretion. The cost of such testing and related expenses shall be borne by the Bank. Any failure of the machines to meet the rules, terms and conditions of RFP as a result of post delivery tests either fully or partially, will Empower Bank to reject all the machines supplied to Bank against the purchase order of this RFP.

In such events the bidder shall supply new machines on the same rules, terms and conditions of the RFP. Any delay due to such failure will attract Liquidated Damages as stipulated in this RFP and no extensions will be permitted.

## 7. **LIQUIDATED DAMAGES FOR DELAY**

- 7.1 If the bidder fails to deliver and operationalizing the machines within the specified time, the Bank shall have the option to accept or reject the machine delivered by the bidder after the expiry of the time period specified in the RFP. In case of acceptance of the delayed operational of the machine, the bidder shall be liable to pay the Bank the following amount as Liquidated damages at the rates specified below, for each completed week of delay or part thereof, on the cost price of the machine as per Bill of Quantity (BoQ).

Liquidated Damages per week of delay or part thereof	0.5% of the cost of the Machine (i e BOQ) per week subject to a maximum of 10% of the cost per machine (i e BOQ)
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**For the purpose of this clause, Supply and delivery at each location shall be treated as separate entity.**

7.2. The bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to the bank's right to recover the liquidated damages.

7.3. The liquidated damages shall be deducted / recovered by the bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by encashment of bank guarantees or otherwise from bidder.

**8. TERMS OF PAYMENT**

Bank will not make any advance payment while awarding any job. All payments will be released from our office within 30 days of claim on submission of the invoices and proofs. The payments will be released through NEFT/ RGTS and you have to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

Payment shall be considered for a minimum of supply and installation of 1 mg Electronic Jewel Weighing Scale in 5 branches, in case of bulk order.

- i. Ninety (90)% of the Contract price shall be paid on delivery installation and upon submission of the following documents;
  - a) 2 copies of the Supplier's invoice, inclusive of original, showing contract number, Goods description, quantity, unit price, total amount, Serial no's of the equipment, Unique Identification code provided by the Bank while awarding the order etc., one at the branch / site and the second copy at Head Office, PM & S Department.
  - b) Delivery & Testing report from the Branch Head / Officer-In-Charge stating that the 1 mg Electronic Jewel Weighing Scale is delivered as per the prescribed specifications.
  - c) Original delivery note shall be signed by consignee or acknowledgement of receipt of goods from the consignee.
- ii. The remaining Ten percent (10%) of the Contract price of 1 mg Electronic Jewel Weighing Scales shall be paid within thirty (30) days of the Claim along with the satisfactorily working Certificate issued by the Bank's representative, **after expiry of the warranty period of three years.**

**9. ORDER CANCELLATION.**

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons.

The Bank shall invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards nonperformance/noncompliance of the terms and conditions of the contract, to appropriate the damages to the extent of number of machines not delivered, defective machines.

## 10. SOFTWARE, DRIVERS AND MANUALS.

- 11.1. The bidder shall supply along with each 1 mg Electronic Jewel Weighing Scale ordered, all the related documents and necessary media of the software loaded in the machine without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 11.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

## 11. WARRANTY.

- 11.1 The entire machine including its accessories etc. shall be under Comprehensive Onsite Warranty covering all parts, maintenance or support for its proper operation, performance and output as specified in the RFP for a **Period of 36 months** from the Date of satisfactory operational of Machines and Certified by the Branch in Charge in writing.
- 11.2 The supplied machine shall be free from defective material and workmanship and any shortfall/defect that may appear/be detected within 36 months from the date of site acceptance, which in the opinion of the Bank has arisen from bad design, material and/or workmanship, shall upon intimation to the bidder, be made good at the bidder's own risk within 2 days.
- 11.3 During the said warranty period of 36 months, the bidder shall without any extra cost, carry out all routine and special maintenance of the 1 mg Electronic Jewel Weighing Scale and attend to any difficulties/defects/replacements that may arise in the operation of the system. There should be regular **preventive maintenance at least once in three months**.
- 11.4 The Bidder should further guarantee that the 1 mg Electronic Jewel Weighing Scale shall be brand new and based on proven and established technology and shall be suitable for Indian conditions.
- 11.5 The defective or replaced parts shall be returned to the Bidder upon request and at his cost and responsibility. The Bank will, however, render such assistance in the matter as will expedite the same.
- 11.6 If the Bidder on account of the defects and/or repairs replaces certain items by changing the design or materials, such change shall not reduce the performance of the equipment as per the technical specification.
- 11.7 The issue of machine operational, certificate/inspection certificate/approval by the Bank shall in no way relieve the Bidder from the provisions of this clause.
- 11.8 If the bidder does not rectify either by repair or replacement, such defects and put back the machine into satisfactory operation within 2 working days from the date of notice by the Bank or does not complete the said rectification with reasonable diligence, a penalty of Rs.1000/- per day per machine subject to a maximum of cost of machine will be levied and deducted from the security deposit

or such other/any other sums payable to the bidder. If the machine cannot be repaired within the stipulated time, the bidder shall arrange for a standby machine.

11.9 Bank reserve rights to forfeit the Security Deposit deposited by the vendor in case of any breach / deviations on part of vendor on any service related issues or warranty issues or any breach in the contract during warranty period.

## **12. TRAINING.**

The successful bidder shall associate the Bank's staff during the testing of the 1 mg Electronic Jewel Weighing Scales. The successful Bidder shall train Bank's staff in proper Operation, Trouble identification, Trouble shooting and routine maintenance of the 1 mg Electronic Jewel Weighing Scales for each and every location on a mutually agreed Date & Time.

## **13. LOCAL SUPPORT.**

The bidder should be capable of meeting the service & support standards as specified in this RFP. Service support should be available during all Bank working days/ hours.

## **14. PATENT.**

The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of 1 mg Electronic Jewel Weighing Scales supplied by them.

## **15. PUBLICITY.**

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

## **16. GUARANTEES FOR SOFTWARE.**

The bidder should guarantee that the 1 mg Electronic Jewel Weighing Scales delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. All hardware and features must be supplied with their original and complete printed documentation.

## **17. SPARE PARTS**

The bidder will make the spare parts for the 1 mg Electronic Jewel Weighing Scales available for a minimum period of 4 years after warranty period.

If any of the peripherals / components are not available during the warranty, the substitution shall be carried out with peripherals / components of equivalent or higher capacity.

## **18. NEGLIGENCE.**

In connection with the contravenes the provisions of General Terms, If the bidder neglects to execute the order with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such

eventuality, the Bank may after giving notice in writing to the 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 bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the losses at the risk and cost of the Contractor.

## **19. RESPONSIBILIITY FOR COMPLETENESS**

Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the design, engineering, manufacture, supply and operationalizing, completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the machine under Indian condition.

The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

## **20. FORCE MAJEURE**

The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Under no circumstances the bidder will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.



## **21. RESOLUTION OF DISPUTES.**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case the Proposal is not received as required above on or before the said date and time, Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be Kadapa, Andhra Pradesh.

## **22. JURISDICTION**

The Purchase Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Kadapa, Andhra Pradesh.

**GENERAL MANAGER**  
**Premises, Maintenance & Service Department,**  
**Andhra Pragathi Grameena Bank**

**ANNEXURE – A**

**Covering letter format**

Offer Reference No:

Date:

To

**The General Manager,  
Premises Maintenance & Services Department,  
Head Office, Mariyapuram,  
Kadapa**

Dear Sir,

RFP: 274/PMSD/EJWS/2024 dated 19.08.2024.

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, and carryout operationalizing for 1 mg Electronic Jewel Weighing Scales and maintain them in conformity with the said RFP in accordance with the schedule of prices indicated in the Financial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery operationalizing and handing over the 1 mg Electronic Jewel Weighing Scales to the Bank branches immediately within 15 days from the date receipt of purchase order.

We enclose a Demand Draft for Rs. 50000/- as EMD in favour of Andhra Pragathi Grameena Bank, if applicable.

We agree to abide by this offer till 180 days from the date for opening of the RFP and for such further period as may be requested for by the bank, and agreed to in writing by us. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference tous. We agree to abide by and fulfill all the terms and conditions of the RFP and in default thereof, to forefiet and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the purchase contract for supply of the 1 mg Electronic Jewel Weighing Scales.

We enclose a list of clients in India (giving their full addresses) where the model quoted by us now have been supplied by us and the name and addresses of our Bankers.

We also confirm that we have not been disqualified by any PSU banks/ Financial Institutions for supply of 1 mg Electronic Jewel Weighing Scales.

Our PAN number for Income Tax is\_\_\_\_\_.

We are registered with the Goods & Service Tax authorities and our registration numbers are as follows.

Goods & Service Tax Registration Number is \_\_\_\_\_.

We accept all the Instructions and Terms and Conditions of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this\_\_\_\_\_day of \_\_\_\_\_2022

**Signature of the Authorized Signatory with date & seal**

ENCLOSED: 1) EMD: DD No.s .....

**ANNEXURE – A1****Particulars of Bidders / Manufacturer**

<b>Sr No</b>	<b>Particulars</b>	
<b>A</b>	<b>Company/Bidder Profile</b>	
1.	Name of the Bidders/Firm Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address  Registered Office  Corporate Office	
5.	Telephone No  FAX No  E-mail Address  Website	
6.	Sales Turnover  2021-22 :-  2022-23 :-  2023-24 :-	
7.	Domestic Customer Base (Number of 1 mg Electronic Jewel Weighing Scales installed in India)	
8.	Service Net Work (Number of Service in..... )	

Sr No	Particulars	
<b>B.</b>	<b>Manufacturer's Profile</b>	
1.	Name of the Manufacturing Company	
2.	Constitution of the Manufacturing Company	
3.	Date of Establishment/Incorporation of the Manufacturing Company	
4.	Address of the Manufacturing Company Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Nature of Relationship of your company with the Manufacturing Company.  Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others  Please Specify	
7.	Experience of the Manufacturing Company in 1 mg Electronic Jewel Weighing Scales	

**Signature of the Authorized Signatory with date & seal**

**ANNEXURE – A2**

**Details of Offices/ Branches /Service Centers in .....**

Sr N o	Place	Postal Address	Contact Details  (including Name of In charge and his contact no.email etc)	Service Facilities Available (Describe)	No of Engineers	Jurisdiction
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**Signature of the Authorised Signatory with date & seal**

**ANNEXURE – A3**

**Technical compliance Statement**

Declaration

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document

We certify that the systems / services offered by us for RFP conform to the specifications stipulated in the RFP form

We have quoted for the Model.....

**Signature of the Authorised Signatory with date & seal**

**ANNEXURE - B**

**Authorization letter format**

To

**The General Manager,  
Premises Maintenance & Services Department,  
Head Office, Mariyapuram,  
Kadapa**

Dear Sir,

**SUB: Authorization Letter for attending the Bid Opening**

REF: YOUR RFP NO: - \_\_\_\_\_ Dt \_\_\_\_\_.

This has reference to your above RFP for supply of \_\_\_\_\_. Mr. Miss/Mrs.  
\_\_\_\_\_ is hereby authorized to attend the bid  
opening of the above RFP \_\_\_\_\_ DT: \_\_\_\_\_ on \_\_\_\_\_

on behalf of our organization.

The specimen signature is attested below :

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Signature of Attesting Authority

\_\_\_\_\_  
Name of Authorizing Authority



**ANNEXURE –C**

**Manufacturer's Authorization Form**

No. \_\_\_\_\_ dated. \_\_\_\_\_.

To

**The General Manager,  
Premises Maintenance & Services Department,  
Head Office, Mariyapuram,  
Kadapa**

Dear Sir,

RFP Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for RFP offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered against this invitation for RFP offer by the above firm and will extend technical support for a period of **7 years** from the date of submission of this RFP.

Yours faithfully

(Name)  
For and on behalf of  
M/s \_\_\_\_\_  
(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

**ANNEXURE – D (1 mg Electronic Jewel Weighing Scales)****Bill of Material and Price Schedule**

Final / Lowest Bid Price quoted in Reverse Auction, held on \_\_\_\_\_ in respect of RFP GeM  
 Bid ref. no. 274/PMSD/EJWS/2024 dated 19/08/2024 for procurement of \_\_\_\_\_

(Amount in Rs)

S.No.	Description of Items	Rate per unit (Base) (A)	GST @ 18% (B)	Total (C= A+B)	Buy Back of Existing Jewel Weighing Scale (D)	Net price (E=C-D)
1	Cost of the 1 mg Electronic Jewel Weighing Scales with all the required hardware, software, and other miscellaneous items as per RFP including, transportation, operationalizing of the machine at site with 36 months of warranty and service during the warranty all as per this RFP. <b>The Price shall be Basic price i.e including cost of transportation, insurance, Duties and charges etc, excluding the taxes.</b>					

Cost of RFP ( Net price i.e E*100	
-----------------------------------	--

**\*Net quantity to be purchased by the Bank may vary +/- 25% and Cost of RFP will be taken for the finalization of L1 bidder.**

\*Note: BID EVALUATION in GeM portal IS BASED ON THE TOTAL Cost column. Bidder shall mention the value of D column in GeM portal for finalizing L1 bidder .

We abide by the terms and conditions of the tender.

Authorized Signature on behalf of the Bidder with full Name.

Notes:

- All the above prices should be inclusive of all imports cost, duties, excise duty. Etc. Applicable Taxes like CST/VST/VAT/Service Taxes/GST will be paid as per actual. Octroi & Entry tax which will be reimbursed by Bank on production of Receipt.
- Finalisation of L1 Bidder in GeM portal is determined based on 'Reverse Auction in GeM portal'.

We confirm that we have quoted for 3 years warranty (as per terms and conditions of the RFP), giving the rates/price in our Financial Offer.

Date:

Place:

Signature on behalf of Name of the bidder

**Annexure – E**

Technical Specifications and other details for the supply of 1 mg Electronic Jewel Weighing Scales.

<b>S. No.</b>	<b>Particulars</b>	<b>Purchaser' Specifications</b>
1	Platter Size	120 mm to 150 mm
2	Capacity	300 gm
3	Accuracy	0.001 gram
4	ISO Certificate (enclose Certificate)	Shall be attached
5	Warranty	3 Years
6	Stamping	1 Year
7	Delivery	Within 15 days of Purchase Order
8	Place of Delivery	Delivery at Branches as per Purchase Order
9	Wind Shield Battery, Charger etc.,	Shall be provided
10	Service support	Within 24 Hours of lodging of complaint
11	Display	LED Display
12	Battery back up	Minimum 4 Hours

Authorized Signature on behalf of the Bidder with full Name.

---

**ANNEXURE - G**

**SERVICE SUPPORT FORM**

Bidders Office details. (For single point contact from Head Office for any issues on delivery ,service support etc.)	Contact person, Designation, Mobile	Address
<u>1</u>		
<u>2</u>		

No.	Description of goods	Nearest Service Center						List of Model of items serviced in last two years	Accessibility time from nearest service center to destination of goods
		Address, Phone and Telex/Fax Nos.	Status of office working days & Hours	No. of S/W Engineers	No. of H/W Engineers	No. of Adm staff	Value of Minimum Stock of spares available at all time		

**Annexure – H**

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

To

WHEREAS \_\_\_\_\_ ( Name of bidder ) (hereinafter called "the bidder " has submitted its RFP dated \_\_\_\_\_(Date) for the execution of (Name of Contract) \_\_\_\_\_(hereinafter called "the RFP") in favour of Andhra Pragathi Grameena Bank hereinafter called the " Purchaser ";

KNOW ALL MEN by these presents that we, \_\_\_\_\_ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ amongst others a branch at \_\_\_\_\_(hereinafter called "the Bank" are bound unto the employer for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP; or
- (b) If the bidder having been notified of the acceptance of his RFP by the Employer during the period of RFP validity;
  - (i) Fails or refuses to execute the Agreement, if required; or
  - (ii) Fails or refuses to furnish the performance security or security Deposit, in accordance with Terms and Conditions of this RFP.

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

Notwithstanding anything contained herein,

- 1) our liability under \_\_\_\_\_ this Bank guarantee shall not exceed Rs \_\_\_\_\_(Rupees \_\_\_\_\_ only)
- 2) The bank Guarantee is valid upto \_\_\_\_\_ and

- 3) 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\_\_ (m e n t i o n period of the Guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**SIGNATURE OF THE BANK**

**ANNEXURE - I - AGREEMENT FORMAT**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ ( Month and Year) between **Andhra Pragathi Grameena Bank, Head Office, Kadapa**, Andhra Pradesh, India (hereinafter called "the Purchaser") of the one part and \_\_\_\_\_ (Supplier Name and address) hereinafter called "The Supplier" of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., Delivery, Installation and successful commissioning of 1 mg Electronic Jewel Weighing Scales and has accepted a bid submitted by the supplier for the supply of those Goods and Services in the sum of the following Contract price for 1 mg Electronic Jewel Weighing Scales:

**1 mg Electronic Jewel Weighing Scale  
(Platter Size- 120mm to 150mm, Capacity- 300 mg, Accuracy- 0.001 grams)**

(Amt. in ₹)

Description	Base price (A)	GST @ 18% (B)	Total (C= A+B)	Buy Back of Existing Jewel Weighing Scale (D)	Net price (E=C-D)
Under buyback scheme					

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- All documents/Annexures as per RFP:274/PMSD/EJWS/2024 Dt 19.08.2024 shall be deemed to form and be read and construed as part of this Agreement.
- 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.
- 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 of **1 mg Electronic Jewel Weighing Scales** 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:

1. **EQUIPMENT: 1 mg Electronic Jewel Weighing Scale**

(Amt. in ₹)

Description	Base price (A)	GST @ 18% (B)	Total (C= A+B)	Buy Back of Existing Jewel Weighing Scale (D)	Net price (E=C-D)
Under buyback scheme					

S No	Particulars	Purchaser's Specifications
1	Platter Size	120 mm to 150 mm
2	Capacity	300 g
3	Accuracy	0.001g
4	Warranty	3 years
5	Stamping	1 year
6	Delivery	Within 15 days of purchase order
7	Place of Delivery	Delivery at branches as per Purchase Order
8	Wind Shield, battery, charger etc.	Shall be provided
9	Service support	Within 24 hours of lodging of complaint
10	Display	LED Display
11	Battery back up	Minimum 4 hours

The above mentioned contract price for **1 mg Electronic Jewel Weighing Scales** will remain unchanged and valid up to **two Year** from the date of rate contract. The purchaser can place order for any number of **1 mg Electronic Jewel Weighing Scales** at any time within the contract period.

2. **PAYMENT TERMS:** All payments will be released from Head Office at Kadapa within 30 days of claim on submission of the invoices and proofs. The payments will be released through NEFT/ RGTS and you have to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.
- iii. Ninety (90)% of the Contract price of 1 mg Electronic Jewel Weighing Scales backed by necessary proofs shall be paid on delivery, installation and upon submission of the following documents;
- d) 2 copies of the Supplier's invoice, inclusive of original, showing contract number, Goods description, quantity, unit price, total amount, Serial no's of the equipment, Unique Identification code provided by the Bank while awarding the order etc., one at the branch / site and the second copy at Head Office, PM & S Department
- e) Delivery & Testing report from the Branch Head / Officer-In-Charge stating that the 1 mg Electronic Jewel Weighing Scale is delivered as per the prescribed specifications.
- f) Original delivery note shall be signed by consignee or acknowledgement of receipt of goods from the consignee
- g) Manufacturer's / Suppliers Warranty Certificate, Supplier's factory inspection report shall be submitted.
- h) The stamping certificate from the Department of Legal Metrology, Government of AP shall be obtained.
- iv. The remaining Ten percent (10%) of the Contract price of 1 mg Electronic Jewel Weighing Scales shall be paid within thirty (30) days of the Claim along with the satisfactorily working Certificate issued by the Bank's representative, on **submission of Performance Bank Guarantee (BG)** for 10% of the Contract Price of valid up to the warranty period with 3 months of grace period. Otherwise, ten percent (10%) of the amount will be released **after expiry of the warranty period of Three(3) years.**



3. **AGENCY COMMISSION:** NIL

4. **DELIVERY:**

The machinery as per configuration mentioned above shall be delivered within 15 days of receipt of this order at the addresses, as mentioned in Purchase order

5. **WARRANTY:** Warranty shall remain valid for a *minimum* period of Three (3) years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract and shall include free maintenance service, free provision of spares, parts, kits as and when necessary from the date of commissioning and acceptance.

6. **STAMPING:** As per the terms mentioned in the Bid/Tender document.

7. **FREIGHT:** No freight charges will be paid separately. The bid price is included freight charges also

8. **TECHNICAL SPECIFICATIONS:** As per item (1) above.

9. **OTHER IMPORTANT TERMS AND CONDITIONS:**

9.1 The Technical specifications of all the items are as per the details mentioned in the above Point No:- 1.

9.2 The Supplier shall undertake to provide **after sales support** for the supply of spares covered in the **Rate Contract** for a minimum period of 4 years after warranty period.

9.3 The Bid prices are **inclusive of all taxes** including Packing & Forwarding, Inland Transportation, Insurance and incidental costs etc.

9.4 The vendor will provide **Three years** free maintenance service for 1 mg Electronic Jewel Weighing Scales from the date of installation and such service includes repair and replacement of all kits or parts and spares as and when required to the Bank. Thereafter, the Bank may opt for continued maintenance by the vendor on mutually agreed terms and conditions or may elect for comprehensive maintenance by a third party or undertake in-house maintenance with a back up support from the vendor. The vendor shall provide required support services by way of actual maintenance by their engineers and/or arrange for supply of kits or parts and spare parts on terms to be mutually agreed upon, if the maintenance of the system is entrusted by the Bank to any third party.

9.5 The vendor and its employees will strictly undertake not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, concepts, know-how, techniques, data, facts, figures and all information whatsoever concerning or relating to the bank and its affairs to which the said employees have access in the course of performance of the contract. Such employees shall also execute letters of fidelity and secrecy in such form as may be prescribed by the Bank.

9.6 All disputes and differences of any kind whatever arising out of or in connection with the rate contract / purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement, each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996.

9.7 The Vendor shall explicitly absolve the Bank of any responsibility/ liability for the use of equipment delivered (i.e. the Vendor shall absolve the Bank in all cases of possible litigation/ claims arising out of any Copyright/ license violation) for Software/s sourced either from third

- parties or from themselves. Besides, the Vendor shall furnish Certificate to the Bank that the Software is fully licensed.
- 9.8 The purchaser shall have the right to inspect and test the goods to confirm their conformity to the vendor's specifications at the Factory premises of the vendor. All reasonable facilities and assistance including access to drawings and production data shall be furnished to the Inspectors.
  - 9.9 In case, the supply is not according to this order or if the components, if any, are found to be varying from the Order in any respect, the vendor will undertake to replace at no extra cost to the Bank, during the period of use after the warranty, if any, also.
  - 9.10 Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this Contract, the parties shall be subjected to the jurisdiction of courts at Kadapa, Andhra Pradesh, India only.
  - 9.11 The service support should be provided within four hours of lodging of complaint. In case the rectification is delayed more than the above stipulated time or the part needs to be taken to the vendor's lab for repairs, the vendor should provide standby equipment. Failure to do so, on the part of the vendor, shall make the vendor liable to:
    - 9.12 Reimbursing the expenses incurred by us in getting the fault removed, in case the vendor fails to rectify the fault even after two working days of call lodged by us.
    - 9.13 Reimbursing the loss incurred by the bank due to delay in service.
  - 9.14 The duplicate copy of the Rate Contract may please be returned to the undersigned along with your acknowledgement thereto, signifying the acceptance by you of the Rate Contract and its terms and conditions and contract form as per Annexure II by \_\_\_\_\_(date).
  - 9.15 All other terms and conditions are as stipulated in our Bid reference: **274/PMSD/EJWS/2024**  
**Dt 19.08.2024**

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 the Supplier)

In the presence of: .....

Signed, Sealed and Delivered by the said ..... (For the Purchaser)

In the presence of .....

**ANNEXURE – K**

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated: .....

To Dated: .....

Last Date for Lodgment of claim: .....

To:

.....  
.....  
.....  
.....

In consideration of ..... (hereinafter called "Beneficiary")  
having agreed to exempt ..... Ltd., having its Registered Office  
situated at ..... (hereinafter called the "the obligator(s)") from the  
demand of security deposit of Rs  
..... (Rupees...  
..... only) under the terms and conditions of an  
agreement dated ..... (hereinafter called the "said Agreement") for the due  
fulfillment by the said obligator of the terms and conditions contained in the said agreement,  
on production of the Bank Guarantee for Rs  
..... (Rupees...  
..... only), at the request of the obligator \_\_\_ Bank, a body corporate  
constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970  
having its Head Office at amongst others a branch at  
..... (hereinafte  
r referred to as "the Bank") has agreed to give following guarantee in favour of the  
beneficiary for an amount not exceeding Rs..... (Rupees ..... only)  
against any loss or damage caused to or suffered or would be caused to or suffered by reason  
of any breach by the said Obligator(s) of any of the terms and conditions contained in the said  
agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs. ....  
(Rupees only)
  - (ii) This Bank Guarantee is valid upto        and
  - (iii) 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  
(mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE :

SIGNATURE

**ANNEXURE – L**

Undertaking letter in your letter head with technical bid

To,

**The General Manager,  
Premises Maintenance & Services Department,  
Head Office, Mariyapuram,  
Kadapa**

**SUBJECT:**RFP:274/PMSD/EJWS/2024 Dt 19.08.2024

**Dear Sir,**

This has reference to your above RFP published in GeM portal.

We hereby state that we M/s \_\_\_\_\_ have submitted the above offer documents duly filling at the appropriate places without making any alterations, corrections, omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of the Bidder

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**Annexure-M**

**Format to Submit Pre-Bid Queries**

**SUB** Supply of 1 mg Electronic Jewel Weighing Scales to our Branches with 3 Years warranty  
**GeM Bid ref. no. RFP:274/PMSD/EJWS/2024 Dt 19.08.2024**

S.No	Annexure	Page	Clause No.	Existing Clause	Query / Suggestions
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**Note**

1. Pre-Bid queries shall be submitted strictly as per the format above to [hopms@apgb.in](mailto:hopms@apgb.in) as per the schedule mentioned in the Bid Control Sheet.

The Email Subject Shall be **“Pre-Bid Queries for GeM Bid ref. no. RFP:274/PMSD/EJWS/2024 Dt 19.08.2024.”** Queries received after the scheduled date and time shall not be considered.

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