



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

Request for Proposal (RFP)
for
“Rate Contract for 1 year for Supply,
Installation and Commissioning of Split Air
Conditioners at 287 Branches”

RFP Reference No	: 340/ACS/APGB/RFP/2024
Date of RFP Document	: 26.09.2024
Date of Pre Bid Queries Date	: 07.10.2024, 5.00 pm
Last Date for submission of RFP	: 17.10.2024, 5.00 pm
Date of Opening of Technical Bid	: 18.10.2024
Earnest Money Deposit	: Rs. 5,00,000/-
No. of Pages	: 44

Issued by:

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

<u>CONTENTS</u>		
Sl.No.	Details	Page No.
1	ELIGIBILITY CRITERIA	8
2	GENERAL RULES & INSTRUCTIONS TO BIDDERS.	9
3	CONTENTS OF THE TECHNICAL BID	9
4	CONTENTS OF THE FINANCIAL BID	9
5	SUBMISSION OF BIDS	9
6	OPENING OF BIDS	10
7	DETERMINATION OF L-1 PRICE	10
8	OFFER VALIDITY PERIOD	10
9	PROPOSAL OWNERSHIP	10
10	MODIFICATIONS AND WITHDRAWALS OF BID/S	11
11	PRE-BID QUIRIES	11
12	SCRUTINY OF OFFERS	11
13	CLARIFICATION OF OFFERS	11
14	NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER	11
15	INCOMPLETE OFFERS WILL BE REJECTED	12
16	ERASURES OR ALTERATIONS	12
17	ALTERNATIVE OFFERS /BIDS	12
18	EARNEST MONEY DEPOSIT	12-13
19	PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSE)	13
20	TERMS AND CONDITIONS	13
21	SCOPE OF SUPPLY / SCOPE OF CONTRACT	13
22	TIME PERIOD	14
23	PRICE	14
24	AGREEMENT and DELIVERY	15
25	POST DELIVERY TEST	15
26	LIQUIDATED DAMAGES FOR DELAY	16
27	TERMS OF PAYMENT	16-17
28	ORDER CANCELLATIONS and SOFTWARE, DRIVERS AND MANUALS	17
29	WARRANTY	17-18
30	TRAINING	18
31	LOCAL SUPPORT	18
32	PATENT	18
33	PUBLICITY	18
34	GUARANTEES FOR SOFTWARE	18
35	SPARE PARTS	19
36	NEGLIGENCE	19

Tender for Rate Contract for 1 year for Supply, Installation and Commissioning of Split Air Conditioners at 287 Branches

37	RESPONSIBILITY FOR COMPLETENESS	19
38	FORCE MAJEURE	19-20
39	RESOLUTION OF DISPUTES.	20
40	JURISDICTION	20
41	OTHER TERMS AND CONDITIONS	20

S.No	ANNEXURES	Page No
1	ANNEXURE A COVERING LETTER FORMAT	21-22
2	ANNEXURE A1 – PARTICULARS OF BIDDER / MANUFACTURES	23-24
3	ANNEXURE A2 – DETAILS OF OFFICES / BRANCHES / SERVICE	25
4	ANNEXURE A3 – TECHNICAL COMPLIANCE SHEET.	26
5	ANNEXURE B - AUTHORISATION LETTER FORMAT	27
6	ANNEXURE C – MANUFACTURER'S AUTHORISATION FORM	28
7	ANNEXURE D – BILL OF MATERIAL & PRICE SCHEDULE	29
8	ANNEXURE E - TECHNICAL SPECIFICATIONS	30
9	ANNEXURE G – SERVICE SUPPORT FORM	31
10	ANNEXURE H – BANK GUARANTEE FORMAT FOR EMD	32-33
11	ANNEXURE I - AGREEMENT FORMAT	34-37
12	ANNEXURE – K – BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT	38-39
13	ANNEXURE – L – UNDERTAKING LETTER ON RFP DOCUMENT	40
14	ANNEXURE-M- FORMAT TO SUBMIT PRE-BID QUERIES	41
15	ANNEXURE – N- TURNOVER AND P&L DETAILS and HARDWARE DELIVERED DETAILS	42
16	UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC (IN CASE BIDDER SEEKING BENEFIT OF PP-LC)	43
17	ANNEXURE-P-UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY	44

CALENDER OF EVENTS

Sr No	EVENT	DATE	TIME
1	Date of Issue	26.09.2024	
2	Last Date of Pre Bid Queries submission date	07.10.2024	5.00 PM
3	Last Date of Submission of Bids in GeM portal	17.10.2024	5.00 PM
4	Date of Opening of Technical Bid in GeM portal	18.10.2024	
5	Date of opening of Financial Bid in GeM portal	Will be intimated subsequently	
6	Contract period	One year	

NOTICE INVITING RFP

REQUEST FOR PROPOSAL (RFP) for rate Contract for 1 Year for Supply, Installation and Commissioning of Split Air Conditioners at 287 branches.

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 287 no's of Air Conditioners for use at various Branches in our service area. Two bids concept (Technical Bid and Financial Bid) in GeM portal 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, Installation and Commissioning of Split Air Conditioners and meeting the following Eligibility Criteria may respond.

Eligibility Criteria:

Sl. No.	Details	Supporting Documents to be submitted
1.	The Bidder should be a registered company in India under Indian Companies Act 1956 for at least three years as on date of RFP or supplying of Split Air Conditioners during last 5 years in India	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company)
2.	The Bidder company or firm should have earned Net profit in at least two out of three preceding Financial Years and Operating profit in the other Financial Year as per the audited Financial Statements and should have a positive Net Worth. (F.Y 2021-22 ,2022-23 and 2023-24)	Audited Financial Statements, B/S & P&L and also to be mentioned in Annexure-N.
3.	The Bidder company or firm should have an average Turnover of ₹2.50 Crore (each year) or above during the immediate last 3 Financial Years. (F.Y 2021-22, 2022-23 and 2023-24).	Audited Financial Statements or audited report from chartered accountant. Turn over details are to be mentioned in Annexure-N

Sl. No.	Details	Supporting Documents to be submitted
4.	<p>The bidder/OEM should have supplied and supported at least 500 'Split Air Conditioners' to Public sector Banks/ PSUs/Central or State Governments during last three years (F.Y 2021-22, 2022-23 and 2023-24).</p>	<p>copies of purchase orders or certificates from Bank//PSUs where ACs has been delivered and are also to be mentioned in Annexure-N. Alternate to submitting copies of POs, Bidders can submit Certificate from Banks/FI/PSUs that the vendor has supplied required quantity of ' Split Air Conditioners' to them with year-wise/PO-wise details.</p> <p>In case of multiple POs of same organization, bidder has to submit letter from organization and clearly mention the year and quantity.</p> <p>Bidder who is submitting the bid proposals, shall submit POs issued on their Company only.</p>
5.	<p>OEM should have supplied the offered model at least 100 'Split Air Conditioners' to any Public Sector Bank/PSU/Financial Institution/Govt. Departments during last three years put together (F.Y 2021-22, 2022-23 and 2023-24).</p>	<p>In case of multiple POs of same organization, bidder has to submit letter from organization and clearly mention the year and quantity.</p>
6.	<p>The bidder has to provide confirmation that any person/Partnership/LLP/Company including any subsidiary or holding company/proprietorship connected to bidder directly or indirectly has not participated in the bid process.</p>	<p>Letter of confirmation (self-certified letter signed by authorized official of the bidder)</p>

Sl. No.	Details	Supporting Documents to be submitted
7.	<p>a. The Bidders/OEM should have the facility to conduct Pre-Delivery Inspection for 'Split Air Conditioners'</p> <p>b. The testing facility for conducting PDI of the vendor for 'Split Air Conditioners' should have the capacity to test at least 50 Split Air Conditioners' in one lot, to enable the bidder to supply entire lot within the stipulated time frame. If facility at OEM is proposed to be used, it is responsibility of vendor to coordinate the process of PDI."</p>	<p>Confirmation from the bidder along with testing software details etc.</p> <p>Confirmation letter from the bidder and details of plant capacity for testing 50 no of Split Air Conditioners' in one lot.</p>
8.	Bidder/OEM Should have ISO 9001, 14001	copy of latest Certificate issued
9.	<p>OEM should provide a letter, on Equipment support and availability of spares including processors during contract period of Ten years.</p> <p>OEM should also provide a certificate that all Equipment offered are not 'End of Life' for next one year and 'End of Support' for a minimum of 10 years.</p>	<p>Certificate from OEM on Equipment support and availability of spares including processors during contract period of 10 years (i.e., through the life of entire contract period).</p> <p>Certificate from OEM on Non-End of Life for next one year and Non-End of Support for a minimum of 10 years (i.e., through the life of entire project period).</p>
10.	The Bidder should have the facility of maintaining the database of Split Air Conditioners units' to be supplied to Bank and provide the service support on receipt of complaint from any branches/offices of Bank without insisting for invoice/other details.	<p>Declaration by the bidder that such a system of maintaining databases will be implemented. Also an undertaking stating that assuming support at all our Regional office locations & other locations listed.</p> <p>(Vendor should maintain database of 'Split Air Conditioners Units' supplied to the bank and should provide hassle free support service on receipt of complaint from branches/offices without insisting for invoice number etc. (their data base should be such that they should be able to provide service if machine serial number is given throughout the contract period.)</p>
11.	<p><i>Service Centres:</i></p> <p>i) The OEM should have its own Service/support facilities of Bank's operational area of service which is provided in Annexure-G</p>	Proof of the same (authorised by OEM) is to be enclosed. Service centre details are to be submitted in ANNEXURE-G with address and contact details

Sl. No.	Details	Supporting Documents to be submitted
12.	The Bidder should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings during the last three years	Undertaking Letter / Confirmation letter from the participating Bidder & OEM on their official letter head duly signed by the authorized signatory.
13.	Bidder company or firm should not be owned or controlled by any Director or employee (or relatives) of Andhra Pragathi Grameena Bank.	Self-declaration letter
14.	The Bidder must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the vendor.	Letter of confirmation (self-certified letter)
15.	Authorization Certificate Whether the Bid is authenticated by authorized person?	Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Conformity to Eligibility Criteria? Annexure-B has to be submitted.
16.	Bidders shall be the Original Equipment Manufacturers (OEM) of UPS Units along with Batteries. Or An authorized Dealer	If the applicant is OEM, an Undertaking Letter has to submit in this effect. (OR) If the bidder is an authorized dealer/ distributor, an authorisation letter from their OEM/ OSO/ OSD to deal/market their product in India and it should be valid for entire contract period from the date of submission of the bid.
17.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of this RFP.	A self-declaration letter by the bidder on the Company's letterhead should be submitted to this effect.
18.	The bidder/OEM should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum- F. No. 6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:	i. A declaration in letter head of the firm/company stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered ". Has to be submitted.

Sl. No.	Details	Supporting Documents to be submitted
	a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above	ii. Bidder and OEM both have to submit an undertaking as per the format attached in Annexure-24
19.	Purchase Preference as mentioned in Annexure – P (Make in India)	The following annexures need to be submitted as applicable Annexure -O Annexure -P
20.	ROHS certificate	ROHS certificate to be submitted BIS Certificate for the Model Quoted

Before submission of the offer, the Bidders are requested to read the following instructions and the terms and conditions. Only the Bidders who are found to meet the Eligibility Criteria detailed above shall be considered for Price bid evaluation.

The bidder needs to comply with all the eligibility criteria mentioned above for technical evaluation. Non-compliance to any of these criteria may result in outright rejection of the bidder's proposal.

The Bidder should submit proof in support of all eligibility criteria while submitting the Proposal, failing which the Proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credential letters should be appropriately bound, labelled and segregated in the respective areas.

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 Air Conditioner quoted.

1.1.2. Contents of the Financial Bid.

- a. Financial bid in GeM portal as per **ANNEXURE – D** which should contain all price information.

1.2 Submission of Bids

1.2.1. Technical Bid:

The Technical Bid for **Supply, Installation and Commissioning of Air Conditioners at 287 Branches** is to be submitted in GeM portal only as “**RFP:340/ACS/APGB/RFP/2024 Dt 26.09.2024**. 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, 3rd 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 **Supply, Installation and Commissioning of Air Conditioners at 287 Branches** is to be submitted portal as per GeM portal guidelines.

Financial Bid (also called price bid): **Sum of amount quoted for the 287 no's of Split Air Conditioners all factorized with weightage as envisaged in Annexure D 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 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 authorized 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 **18.10.2024 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:

The Offer submitted and the Price quoted therein shall be valid for 12 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:

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

5. MODIFICATIONS AND WITHDRAWALS OF BID/S:

Offer cannot be modified or withdrawn by a Bidder after submission of Bid/s in GeM portal. 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 and must reach us on or before 07.10.2024 at 05.00 PM. Subject of the email should be given as “**Pre Bid Queries for RFP: 340/ACS/APGB/RFP/2024** dated: 26.09.2024”. **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.
- 7.3 The bidders who comply with the eligibility criteria will be qualified for further evaluation i.e., 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.
- 9.3 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.

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 letterhead. 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.

13.1 The bidder shall furnish Earnest Money Deposit (EMD) of Rs.5,00,000/- by way of Demand Draft drawn on any scheduled Commercial bank in favour of Andhra Pragathi Grameena Bank, payable at Kadapa

13.2 No interest is payable by Bank on EMD.

13.3 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. 5,00,000/- 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 5,00,000/- for a period of one year.

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

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

13.6 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.

13.7 The EMD may be forfeited in the following instances:

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

13.9 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.

14. 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.

14.1. 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.

14.2. 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).

14.3. 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.

A. 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, installation and commissioning of Air Conditioners securely packed in good condition, making operational, training to the Branch officials and maintenance of machines for 1 year and maintenance of Compressor for 10 years (including warranty) and maintenance of PCB for 5 years thereof at various branches offices of Banks in service areas of the Bank.

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

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 : Split Air Conditioners.

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

3. TIME PERIOD.

3.1 The supply and made the all Air Conditioners operational has to be completed within a period of **30 working 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 Air Conditioners 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 Air Conditioners 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 Air Conditioners operational as certified by the Bank in writing.

4. PRICE.

4.1. The Price/s quoted for supply of the Split Air Conditioners 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 Air Conditioners if any.

d. Packing, Transportation and Forwarding charges to the site.

e. Making Split Air Conditioners operational at free of cost.

f. Local levies in the country of origin and shipment

g. Minimum of One-Year Comprehensive On-site Warranty from the date of the Split Air Conditioners 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 Split Air Conditioners warranty period.

5. AGREEMENT: The Successful bidder shall sign an agreement on bank prescribed format as per Annexure I with the Bank within 7 working days from the date of finalization of L1 bidder.

6. DELIVERY.

6.1. The delivery has to be made at various branches as per list provided in work order.

6.2. In the event of any change / modification in the locations where the Split Air Conditioners 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 Split Air Conditioners 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 Split Air Conditioners 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 Split Air Conditioners operational will be termed as incomplete and Split Air Conditioners will not be accepted and the warranty period will not commence. The Air Conditioners will be accepted only after complete operational.

6.4 If the Bidder fails to deliver and / or made the Split Air Conditioners operational (Split Air Conditioners 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 Air Conditioners to different locations and the Bidder is required to make the arrangements for delivery of Air Conditioners 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 Split Air Conditioners 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 Air Conditioners 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 Air Conditioners supplied to Bank against the purchase order of this RFP.

In such events the bidder shall supply new Air Conditioners 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 Air Conditioners within the specified time, the Bank shall have the option to accept or reject the Air Conditioners 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 Air Conditioners, 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 Air Conditioners 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)
--	--

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 Split Air Conditioners in 10 branches.

- 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 Split Air Conditioners is delivered and operational 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 Split Air Conditioners 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.**

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 Air Conditioners not delivered, defective Air Conditioners.

10. SOFTWARE, DRIVERS AND MANUALS.

- 11.1. The bidder shall supply along with each Split Air Conditioners ordered, all the related documents and necessary media of the software loaded in the Air Conditioners 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 Air Conditioner 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 12 months for AC machine, 120 months for Compressor and 60 months for Power Circuit Board** from the Date of satisfactory operational of Air Conditioner and Certified by the Branch in Charge in writing.
- 11.2 The supplied Air Conditioner shall be free from defective material and workmanship and any shortfall/defect that may appear/be detected within warranty period 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 working days.
- 11.3 During the said warranty period, the bidder shall without any extra cost, carry out all routine and special maintenance of the Split Air Conditioners 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 Split Air Conditioners 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 Air Conditioner 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 Air Conditioner 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 Air Conditioner 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 Air Conditioner cannot be repaired within the stipulated time, the bidder shall arrange for a standby Air Conditioner.
- 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 Split Air Conditioners. The successful Bidder shall train Bank's staff in proper Operation, Trouble identification, Trouble shooting and routine maintenance of the Split Air Conditioners 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 Split Air Conditioners 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 Split Air Conditioners 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 Split Air Conditioners 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. RESPONSIBILIY 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 asper the time schedule for smooth and efficient operation and maintenance of the Air Conditioner 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.

23. OTHER TERMS AND CONDITIONS:

Bank will not issue order for all 287 Air conditioners at a time. Purchase order will be issued for some quantity not less than 50 at a time basing on the requirement of Bank. Upon successful completion of the earlier purchase order only, next order will be issued.

Agreement with L1 vendor may be terminated at any point of time without assigning any reason.

Requirement of total number of air conditioners may decrease or increase from 287 basing on the requirement of Bank.

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: **340/ACS/APGB/RFP/2024** dated 26.09.2024.

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, installation and commissioning for Split Air Conditioners 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 supply, installation and commissioning the Split Air Conditioners to the all Bank branches immediately within 30 days from the date receipt of purchase order.

We enclose a Demand Draft for Rs. 5,00,000/- as EMD in favour of Andhra Pragathi Grameena Bank, if applicable.

We agree to abide by this offer till 365 days from the date of 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 to us. We agree to abide by and fulfill all the terms and conditions of the RFP and in default thereof, to forfeit 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, installation and commissioning of the Split Air Conditioners.

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, installation and commissioning of Split Air Conditioners.

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 _____2024

Signature of the Authorized Signatory with date & seal

ENCLOSED: 1) EMD: DD No.s

ANNEXURE – A1

Particulars of Bidders / Manufacturer

Sr No	Particulars	
A	Company/Bidder Profile	
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 Split Air Conditioners installed in India)	
8.	Service Net Work (Number of Service in)	

Sr No	Particulars	
B.	Manufacturer's Profile	
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 Split Air Conditioners	

Signature of the Authorized Signatory with date & seal

ANNEXURE – A2

Details of Offices/ Branches /Service Centers in

Sr No	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, Installation, Commissioning and Maintenance of, Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, to participate in reverse auction and to sign the contract on behalf of our organization for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide **GeM Bid ref. no. 340/ACS/APGB/RFP/2024 dated 26.09.2024 on _____** on behalf of our organization. We confirm that the person so authorized above has digital signatures **(with encryption feature) issued in the name of company** and confirm that all the prices quoted in bid process or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

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 **10 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 letter head of the manufacturing concern and should be signed by a competent person of the manufacturer.

ANNEXURE – D (Split Air Conditioners)

Bill of Material and Price Schedule

Final / Lowest Bid Price quoted in Reverse Auction, held on _____ in respect of RFP GeM Bid ref. no. 340/ACS/APGB/RFP/2024 dated 26.09.2024 for procurement of _____

(Amount in Rs)

S.No.	Description of Items	Rate per 1 unit (Base) (A)	Rate per 287 units (Base) (B=A*287)	GST (C)	Total Cost of 287 Units (D= B+C)
1	Cost of the Split Air Conditioners with all the required hardware, software, and other miscellaneous items as per RFP including, transportation, operationalizing of the Air conditioner at site with 12 months of warranty for AC machine, 120 months of warranty for Compressor and 60 months of warranty for Power Circuit Board and service during the warranty all as per this RFP. The Price shall be Basic price i.e including cost of transportation, insurance, Duties and charges etc, excluding the taxes.				

Cost of RFP (D)	
-----------------	--

*Note: BID EVALUATION in GeM portal IS BASED ON THE Total Cost of 287 Units (D) 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.
- Finalization of L1 Bidder in GeM portal is determined based on 'Reverse Auction in GeM portal'.

We confirm that we have quoted for 1 years warranty for AC Machine, 10 years warranty for Compressor and 5 years warranty for Power Circuit Board (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 Split Air Conditioners.

Specifications	
Availability of BIS/ISI Mark Certification for Split AC Wall mount type	Yes
Technology of Air Conditioner	Inverter AC – Variable Speed
Nominal Marketing Capacity as per BEE star rating label	1.5 Ton
BEE Star rating	5 Star
ISEER	5W/W
Standards	
Split AC confirming to	IS 1391 (Part 2)
Generic	
Rated cooling capacity (in watts)	4850 ≤ 7000
Rated voltage	230V, 1Phase, 50, AC
Refrigerant Gas	R 32
Eco-Friendly refrigerant	Yes
Construction	
Classification by function	Cooling only (Cooling and dehumidification during cooling mode)
Compressor type	Dual/Twin Rotary type
Material	
Material of Evaporator	Copper
Material of Condenser	Copper
Material of Air Filter (on indoor unit)	Synthetic Fibre
Reusable air filter	Yes
Accessories	
Supply cord and the interconnecting cord between the indoor and outdoor unit	3m (PVC insulated sheathed cables)
Standard accessories included	3m Copper pipe, Remote with batteries, User manual and Warranty card.
Warranty	
AC Machine warranty (in Year)	1 Year
Warranty on compressor	10 Years
Power Circuit Board	5 years
Installation	
Installation	Installation and Commissioning included in scope

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 by him 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., Supply, Installation and successful commissioning of Split Air Conditioners 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 Split Air Conditioners:

Split Air Conditioner

Description	Base price (A)	GST (B)	(Amt. in ₹)
			Total (C= A+B)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- b. All documents/Annexures as per RFP: **340/ACS/APGB/RFP/2024 Dt 26.09.2024** shall be deemed to form and be read and construed as part of this Agreement.
- c. 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.
- d. 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 **Split Air Conditioners** 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:** Split Air Conditioners

Description	Base price (A)	GST (B)	(Amt. in ₹)
			Total (C= A+B)

Specifications	
Availability of BIS/ISI Mark Certification for Split AC Wall mount type	Yes
Technology of Air Conditioner	Inverter AC – Variable Speed
Nominal Marketing Capacity as per BEE star rating label	1.5 Ton
BEE Star rating	5 Star
ISEER	5W/W

Standards	
Split AC confirming to	IS 1391 (Part 2)
Generic	
Rated cooling capacity (in watts)	4850 ≤ 7000
Rated voltage	230V, 1Phase, 50, AC
Refrigerant Gas	R 32
Eco-Friendly refrigerant	Yes
Construction	
Classification by function	Cooling only (Cooling and dehumidification during cooling mode)
Compressor type	Dual/Twin Rotary type
Material	
Material of Evaporator	Copper
Material of Condenser	Copper
Material of Air Filter (on indoor unit)	Synthetic Fibre
Reusable air filter	Yes
Accessories	
Supply cord and the interconnecting cord between the indoor and outdoor unit	3m (PVC insulated sheathed cables)
Standard accessories included	3m Copper pipe, Remote with batteries, User manual and Warranty card.
Warranty	
AC Machine warranty (in Year)	1 Year
Warranty on compressor	10 Years
Power Circuit Board	5 years
Installation	
Installation	Installation and Commissioning included in scope

The above mentioned contract price for **Split Air Conditioners** will remain unchanged and valid up to **One Year** from the date of rate contract and may be extended by Bank for one more year as per discretion of Bank . The purchaser can place order for any number of **Split Air Conditioners** 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 Split Air Conditioners 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 Split Air Conditioners 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.

- iv. The remaining Ten percent (10%) of the Contract price of Split Air Conditioners 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.**

3. **AGENCY COMMISSION:** NIL

4. **DELIVERY:**

The machinery as per configuration mentioned above shall be installed successfully within 30 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 One (1) year for AC machine, Ten (10) years for Compressor and Five (05) years for Power Circuit Board 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. **FREIGHT:** No freight charges will be paid separately. The bid price is included freight charges also

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

8. **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 One (1) year for AC machine, Ten (10) years for Compressor and Five (05) years for Power Circuit Board free maintenance service for Split Air Conditioners 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 two working days 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 Four 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: 340/ACS/APGB/RFP/2024 Dt 26.09.2024

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 (hereinafter 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: 340/ACS/APGB/RFP/2024 Dt 26.09.2024.

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

ANNEXURE-M

Format to submit Pre Bid Queries

SUB: Supply of Split Air Conditioners to our Branches with One (1) year for AC machine, Ten (10) years for Compressor and Five (05) years for Power Circuit Board

GeM Bid ref. no. RFP: 340/ACS/APGB/RFP/2024 Dt 26.09.2024

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

Note:

1. Pre-Bid queries shall be submitted strictly as per the format above to 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: 340/ACS/APGB/RFP/2024 Dt 26.09.2024.** Queries received after the scheduled date and time shall not be considered.

ANNEXURE - N

I. TURNOVER AND P&L DETAILS: *(Bidders have to submit copies of audited balance sheet/P&L).*

(Amount in Rs.)

FY	Turnover	Profit and Loss
2021-22		
2022-23		
2023-24		

II. HARDWARE DELIVERED DETAILS:

(Bidders have to submit copies of POs as support documents for each item).

Details of Split Air Conditioners supplied to meet eligibility criteria:

<u>S. No</u>	PO No and date	Order placed by (Bank/FI Name)	Qty.	Cumulative total

SIGNATURE OF THE VENDOR WITH SEAL

Annexure - O

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC (IN CASE BIDDER
SEEKING BENEFIT OF PP-LC)**

To,
**The General Manager,
Andhra Pragathi Grameena Bank,
Premises Maintenance & Services Department,
Head Office, Mariyapuram,
Kadapa.**

**SUB: REQUEST FOR PROPOSAL (RFP) for rate Contract for 1 Year for Supply, Installation
and Commissioning of Split Air Conditioners at 287 branches.
Ref GeM Bid ref. no. 274/ACs/RFP/2024 dated 26.09.2024.**

Dear Sir,

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Andhra Pragathi Grameena Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ANNEXURE- P

UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY

To,
**The General Manager,
Andhra Pragathi Grameena Bank,
Premises Maintenance & Services Department,
Head Office, Mariyapuram,
Kadapa.**

SUB: REQUEST FOR PROPOSAL (RFP) for rate Contract for 1 Year for Supply, Installation and Commissioning of Split Air Conditioners at 287 branches.

GeM Bid ref. no. 274/ACs/RFP/2024 dated 26.09.2024..

Dear Sir,

We, M/s _____(Name of Bidder) hereby confirm that the following purchase preference to be considered:

Description	Preference
Purchase Preference under Public Procurement Policy for MSE, or	
Purchase Preference (linked with local content)	

Note:

- i. Please indicate your preference against only one policy.
- ii. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- iii. In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- iv. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders.
- v. The option once exercised cannot be modified subsequently.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal: