



ODISHA GRAMYA BANK

Information Technology Department

Head Office, Gandamunda, P.O. Khandagiri, Bhubaneswar-30

RFP Ref # OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021

REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V / 100AH SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BACK SCHEME)

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya Bank (OGB), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by OGB to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. OGB makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. OGB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Note: Bids will be opened in the presence of the Bidders' representatives who choose to attend Bid opening meeting.

Checklist

1. **Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only)** including GST towards cost of Bid document in form of Demand Draft issued by any commercial bank in India. The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the hard copy of the DD must reach at Head Office of OGB before last date of submission of bid along with other documents.
2. Earnest Money Deposit (EMD) in form of Bank Guarantee (BG) amounting to **Rs.5,00,000.00 (Rupees Five Lakh Only)**. The scanned copy of Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at Head Office of OGB before last date of submission of bid.
3. Digital Signature Certificate (DSC) of person having power of attorney for submission of bid. Scanned copy of Power of Attorney of Bidder to be uploaded in e-Procurement portal and the hard copy of the Power of Attorney of Bidder must reach at Head Office of OGB before last date of submission of bid
4. Integrity Pact duly signed on stamp paper of Rs.100.00. Copy of the integrity pact must be uploaded in e-procurement portal and physical copy of integrity pact must be delivered at Head Office of Odisha Gramya Bank on or before last date of bid submission.
5. Eligibility Criteria, Technical and Commercial Bids should be prepared in accordance with the RFP document and should be uploaded to e-Procurement portal.
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory and uploaded to e-Procurement portal of Bank using DSC.
7. Prices should be quoted in Indian Rupees (INR).
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant fields.

All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

Contents

Checklist 2

Abbreviations and Acronyms	7
Section 1 - Bid Schedule and Address	8
Section 2 - Introduction	9
2.1 About OGB:	9
2.2 Objective of this RFP:	9
2.3 Cost of the RFP.....	9
2.4 Due Diligence	9
2.5 Ownership of this RFP.....	9
Section 3 – Scope of Work	9
3.1 Scope of work:	9
3.2 Single Point of Contact.....	9
Section 4 - Eligibility Criterion	10
4.1 Eligibility Criteria	10
4.2 Eligibility Criteria.....	12
Section 5 - Instruction to Bidders	12
A. The Bidding Document.....	12
5.1 RFP	12
5.2 Cost of Bidding	12
5.3 Clarifications of Bidding Documents and Pre-bid Meeting.....	12
5.4 Amendment of Bidding Documents.....	13
B. Preparation of Bid	13
5.5 Bid Price.....	13
5.7 Forfeiture of EMD	13
5.8 Period of Validity of Bids.....	13
5.9 Extension of Period of Validity	13
5.10 Format of Bid	14
5.11 Signing of Bid.....	14
C. Submission of Bid.....	14
5.12 Bid Submission modes	14
5.13 Bid contents	14
5.8 Bid Submission	15
5.9 Bid Currency.....	15
5.10 Bid Language	15

5.11	Rejection of Bid	15
5.12	Deadline for Submission	16
5.13	Extension of Deadline for submission of Bid	16
5.14	Late Bid	16
5.15	Modifications and Withdrawal of Bids.....	16
5.16	Right to Reject, Accept/Cancel the bid	16
5.17	RFP Abandonment	16
5.18	Bid Evaluation Process	16
5.19	Contacting OGB.....	16
Section 6 - Bid Opening		17
6.1	Opening of Bids	17
6.2	Opening of Eligibility and Technical Bids	17
6.3	Opening of Commercial Bids.....	17
Section 7 - Bid Evaluation		17
7.1	Preliminary Examination of Eligibility Bids.....	17
7.2	Evaluation of Technical Bids.....	17
7.3	Evaluation of Commercial Bids:	18
7.4	Successful Evaluated bidder:	18
7.5	Price Composition	18
7.6	No Price Variation	18
7.7	Price Freezing.....	18
7.8	SPLITTING OF ORDER	18
Section 8 - Terms and Conditions.....		19
8.1	Notification of Award / Purchase Order	19
8.2	Term of the Order	19
8.3	Acceptance Procedure	19
8.4	Performance Bank Guarantee.....	19
8.5	Taxes and Duties	19
8.6	Implementation schedule and location	19
8.7	Delivery Address:	19
8.8	Penalty for default in Delivery	19
8.9	Warranties and Support.....	20
8.10	Service Level Requirements	20
8.11	Penalty on non-adherence to SLAs.....	20
8.12	Incentivizing the Service Providers	20
8.13	Prices.....	20

8.14	Repeat Order:.....	21
8.15	Product Upgrades	21
8.16	Payment Terms:	21
8.17	Confidentiality.....	21
8.18	Indemnity.....	21
8.19	Bidder’s Liability.....	22
8.20	Obligations of the Bidder	22
8.21	Exit option and contract re-negotiation	22
e)	Warranties:	22
8.22	Extension of RFP/Contract.....	23
8.23	Order Cancellation	23
8.24	Termination of Contract.....	23
8.25	Effect of Termination	24
8.26	Force Majeure.....	24
8.27	Resolution of Disputes	25
8.28	Compliance with Applicable Laws of India.....	25
8.29	Legal Compliances:.....	26
8.30	Intellectual Property Rights:	26
8.31	Applicable Law and Jurisdiction	26
8.32	Facilities provided by OGB:	26
8.33	No Damage of OGB Property	26
8.34	Fraudulent and Corrupt Practice	26
8.35	Governing Language	27
8.36	Addresses for Notices	27
	Section 9 - Technical Specifications.....	27
	Section 10 - Documents forms - Eligibility Envelope	28
	Annexure A – Bidder’s Letter for EMD.....	28
	Annexure B - Bid Security Format (Bank Guarantee).....	29
	Annexure C - Bid Offer Form (without Price).....	30
	Annexure D1 - Bidder Information (To be filled up in online form only).....	31
	Annexure D2 – Details of Beneficial Owner (To be filled in online Form)	32
	Annexure E - Declaration for Clean Track Record.....	33
	Annexure F - Declaration for Acceptance of RFP Terms and Conditions.....	34
	Annexure G - Declaration for Acceptance of Scope of Work.....	35
	Annexure H - Format Power of Attorney.....	36
	Annexure I - Eligibility Criteria Compliance (to be filled up in online form only)	37

Annexure J - OEM / Manufacturer’s Authorization Letter..... 40

Annexure K - Details Of Support Infrastructure Available With Bidder (To be filled in online form only) 41

Annexure L - Technical Compliance 42

Annexure M - Client Reference..... 43

Annexure N - ACCEPTENCE OF BUYBACK TERMS & CONDITIONS 45

Annexure O - Integrity Pact..... 46

Section 11 - Documents Forms - Commercial Envelope.....54

Annexure P - Commercial Bid Format (To be filled in Online form only) 54

Section 12 – Documents to be executed by selected bidder / vendor.....55

Annexure Q - Performance Bank Guarantee 55

Annexure R - Non-Disclosure Agreement 56

Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under

BG	Bank Guarantee
DC	Data Centre
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
OGB	Odisha Gramya Bank
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
SMF	Sealed Maintenance Free
VRLA	Valve-Regulated Lead-Acid

Section 1 - Bid Schedule and Address

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/HARDWARE/005/2021-22
2.	Date of Issue of RFP	30 th June 2021
3.	Last date for receipt of queries, if any.	07 th July 2021, 17:00 hours
4.	Pre Bid Meeting	08 th July 2021, 15:00 hours
5.	Bid Submission Mode.	Through e-Procurement portal: https://odishabank.abcprocure.com/EPROC/
6.	Last Date and Time for submission of bids along with supporting documents both by e-Procurement portal and physical copy	30 th July 2021 on or before 14:00 hours
7.	Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.	30 th July 2021 on or before 14:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid.	30 th July 2021 at 16:00 hours at the Bank's Information Technology Department, Bhubaneswar.
9.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.
10.	Name of contact officials for submission of documents as stated in serial No.7 and for any enquiries.	S. S. Acharya – Sr. Manager IT A. Patra – Sr. Manager IT S. Gajendra – Asst. Manager-IT
11.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
12.	Contact officials for any clarification.	Mr. S. S. Acharya – Sr. Manager IT - 0674-2353045 Mr. A. Patra – Sr. Manager-IT - 0674-2353024
13.	Contact e-mail ID	itdh@odishabank.in itd@odishabank.in
14.	Contact details of Independent External Monitor	Name: Vinayaka Rao Turaga email: tvrao56@gmail.com

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. If last day of submission of bids is declared a holiday under NI Act by the Government or any restriction imposed by Government due to COVID-19 pandemic, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
3. Bids sent through post/courier or by hand will not be accepted/ evaluated. Bids should be submitted in the e-procurement portal of Odisha Gramya Bank. Original copy of Bid Cost DD, EMD Bank Guarantee, Power of Attorney and Integrity Pact must reach to Head Office of Odisha Gramya Bank (OGB) on or before last date and time of submission of Bids. **Any delay due to postal and or courier will not be considered towards relaxation in submission of physical copies of required documents.**

Section 2 - Introduction

2.1 About OGB:

Odisha Gramya Bank was established since 7th January 2013 with the amalgamation of Neelachal Gramya Bank, Kalinga Gramya Bank and Baitarani Gramya Bank as per Government of India, Department of Financial Services, Ministry of Finance, and Notification No. F.1 / 1 / 2012-RRB dated 07/01/2013 issued under sub-section (1) of Section 23A of Regional Rural Banks Act 1976 (21 of 1976).

Odisha Gramya Bank (OGB) with Head Office at Bhubaneswar is operating in 13 Districts of Odisha with 549 Branches, 1 Central Clearing Office (CCO) & 09 Regional Offices and Head Office.

2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as "Bank") invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for rate contract for supply of 12V/100AH SMF Batteries for Branch/ATM/Offices under buy back scheme.

Bidders with unsatisfactory past record need not apply.

2.3 Cost of the RFP

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

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of OGB on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

2.5 Ownership of this RFP

The content of this RFP is a copy right material of Odisha Gramya Bank. No part or material of this RFP document should be published in paper or electronic media without prior written permission from OGB.

Section 3 – Scope of Work

3.1 Scope of work:

1. Odisha Gramya Bank proposes to shortlist Vendors for supply and installation of UPS batteries of specified configuration at various branches / Offices / ATMs of OGB. The rate contract period will be valid for a period of one (1) year from date of issue of offer letter or Purchase Order. Bank may at its sole discretion may place order for another one year at the same price.
2. The estimated quantity during the one year period would be between 1000 to 1600 units.
3. Providing service and onsite support during warranty period and post-warranty period as per Bank's requirement.

3.2 Single Point of Contact

The selected Bidder shall appoint a single point of contact, with whom OGB will deal with, for any activity

pertaining to the requirements of this RFP.

Section 4 - Eligibility Criterion

4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

1. The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.
 - a. The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be uploaded along with technical bid. (Documentary proof should be uploaded).
 - b. In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid
 - c. In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.
2. The bidder should have minimum annual turnover of Rs.5.00 Crores during the three financial years i.e. 2018-19, 2019-20 and 2020-21 or calendar years 2018, 2019, 2020 or bidder's financial years.
 - a. Annual reports of 2018-19, 2019-20 and 2020-21 or calendar years 2018, 2019, 2020 or bidder's financial years should be provided. (Documentary proof should be uploaded).
 - b. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.
 - c. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.
3. The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. 2018-19, 2019-20 and 2020-21 or calendar years 2018, 2019, 2020 or the Bidder's financial years.
 - a. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.

- b. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.
4. **Bidders should be OEM of UPS SMF batteries or Authorized Dealer of OEM. Bidders who are not OEMs shall produce ink signed/authorized certificates from the respective OEMs, giving reference of this Tender enquiry, authorizing the bidder to offer their equipment and a commitment to provide maintenance support during the warranty period.** The complete contact details of the OEM (Name and designation of contact person, postal address, e-mail ID and telephone numbers) should be furnished and the bank may at its discretion verify the authorization from the OEM, failure of which may result in the bidder being black listed and / or barred from participating for any future tender of this office. **However, either OEM or the authorized business partner only can submit offers under the RFP and not both.** Bidder, be it OEM or premium partner / authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in "Annexure J - OEM / Manufacturer's Authorization Letter" of this RFP. OEM or any of its premium partner / authorized reseller in India shall participate in this RFP.
5. Bidders must be currently an empanelled vendor of at least ONE public sector organization for supply of SMF batteries. (Upload the copies of vendor empanelment.)
6. Bidders can quote only one brand as per specification asked in the RFP.
7. Bidders should be registered with respective Authorities of Taxes.
8. The bidder should not have been blacklisted or de-empanelled by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company in India within last three years as on date of the RFP. Bidder to scan and upload the Self Declaration certificate as per format provided in "Annexure E - Declaration for Clean Track Record" of the RFP along with the technical bid. (Documentary proof should be uploaded).
9. The bidder must have presence in at least seven districts in the service area of Odisha Gramya Bank with direct service centers or exclusive franchisee service centers or authorized service centers in our locations. These locations should be staffed with support personnel with

Experience in service support of hardware / peripherals / equipment's proposed to be procured under this bid. Bidder to submit the service center details along with full address and contact numbers as per format provided in "Annexure K - Details Of Support Infrastructure Available With Bidder" of the RFP along with the technical bid. (Documentary proof should be uploaded).

10. The bidder should bid directly. The bidder should not bid through third party or any other agency.
11. Bidders other than OEM should be registered or Authorized Recycler / Preprocessors of e-waste with MOEF/Central Pollution Control Board / Odisha State Pollution Control Board / any other state pollution control board etc. for buyback of old/obsolete batteries on "As is where is basis". Bidder should submit supporting copy of certificate in "Envelope - A".

Vendor must comply with the above mentioned criteria. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

4.2 Eligibility Criteria

The Bidders should complete the Eligibility Criteria as given in Annexure - I. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and OGB will in no case be responsible or liable for those costs.

5.3 Clarifications of Bidding Documents and Pre-bid Meeting

A prospective Bidder requiring any clarification of the Bidding Documents may notify OGB in writing at OGB's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

Bidders should submit the queries only in the format given below:

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

Replies to all the clarifications, modifications received through mail and email will be posted on OGB's website. Any modification to the bidding documents which may become necessary shall be made by OGB by issuing an Addendum.

5.4 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, OGB may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in OGB's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, OGB may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on OGB's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid

5.5 Bid Price

Prices would be inclusive of all taxes, duties levies, and fees whatsoever. Octroi, if any, will be paid additionally, at actual on production of receipt. The bidder shall meet the requirements of Goods & Services Tax (GST) as and when made applicable by the Government of India.

Bidder registered under MSME / NSIC as Micro & Small Enterprises of Manufacturing industry and the bidder is the OEM of the Batteries then exemption will be allowed on Bid Price.

5.7 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, OGB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, OGB at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.8 Period of Validity of Bids

Bids shall remain valid for a period of 1 year after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.9 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, OGB may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.10 Format of Bid

The commercial bid will be uploaded in the e-procurement portal.

Bidders can quote only one brand. (Exide/Quanta)

5.11 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney "**Annexure H**" or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C. Submission of Bid

5.12 Bid Submission modes

- 1 Original copy of Demand Draft towards bid cost, Bank Guarantee towards EMD, Power of Attorney and Integrity Pact, Integrity Pact and Power of Attorney must be submitted in a closed envelopes with marked as "**REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)**" and should reach on or before Head Office of Odisha Gramya Bank either by post or by courier or in hand on or before last date and time of submission of bid. Bank will not receive any document received after due date and time and bid submitted by said bidder will considered as invalid. Address of delivery: IT Department, 2nd Floor, Head Office of Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar, Odisha – 751030.
- 2 Signed and scanned copy of all documents must be submitted as part of technical bid in e-procurement portal along with scanned copy of Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney, on or before last date of submission of bid. Hardcopies of technical bid documents should not be sent to Head Office except for Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.
- 3 Commercial bids must be submitted as part of commercial bid in e-procurement portal only. No hardcopy of the same should be sent to Head Office. Scanned copy of commercial bid must not be uploaded in technical bid.

5.13 Bid contents

Technical Bid

Scanned copy of following signed documents should be uploaded in e-procurement portals:

1. Scanned copy of Bid Cost in the form of Demand draft.
1. Scanned copy of signed and stamped "Bidder's Letter for EMD – Annexure A"
2. Scanned copy of Bank Guarantee as per format mentioned in "Annexure B"
3. Scanned copy of signed and stamped "Bid Offer Form (without price)– Annexure C"
4. Online fill-up of form for "Bidder Information – Annexure D1"
5. Scanned copy of signed and stamped "Details of Beneficial Ownership – Annexure D2"
6. Scanned copy of signed and stamped "Declaration of Clean Track Record – Annexure E"
7. Scanned copy of signed and stamped "Declaration of Acceptance of Terms and Conditions – Annexure F"
8. Scanned copy of signed and stamped "Declaration of Acceptance of Scope of Work – Annexure G"
9. Scanned copy of Power of Attorney for signing of bid as per format mentioned in "Annexure H"

10. Online fill-up of form for “Eligibility Criteria Matrix – Annexure I along with supporting documentary proof for each criterion as stipulated.”
11. Scanned copy of signed and stamped “OEM/Manufacturer Authorization Letter – Annexure J”
12. Online fill-up of form for “Details of support Infrastructure – Annexure K”
13. Scanned copy of signed and stamped “Technical Compliance – Annexure L”
14. Scanned copy of signed and stamped “Client Reference – Annexure M”
15. Scanned copy of signed and stamped “Acceptance of Buyback Terms and Conditions – Annexure N”
16. Scanned copy of Integrity Pact as per format mentioned in “Annexure – O”
17. Scanned copy of signed and stamped “Three years audited Balance Sheet and Profit and Loss Statements.”
18. Scanned copy of signed and stamped “Certificate of Pollution control board or Authorization certificate for buyback of batteries.”
19. All necessary supporting documents

Original copy of following documents should be submitted at OGB Head Office before scheduled date either by hand or by post or by courier.

1. Demand Draft towards Bid Cost.
2. Bid Earnest Money in the form of Bank Guarantee of amount as per format given in “Annexure B - Bid Security (Bank Guarantee)”.
3. Power of Attorney as per Annexure H.
4. Integrity Pact as per Annexure O.

Commercial Bid

Commercial Bid – Annexure P (to be filled online only)

To be submitted by the awarded bidder only

1. Non-Disclosure Agreement – Annexure R
2. Performance Bank Guarantee – Annexure Q

5.8 Bid Submission

The Bidder should bear all the costs associated with the preparation and submission of their bid and OGB will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The offers should be made strictly as per the formats enclosed.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.9 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.10 Bid Language

The bid shall be in English Language.

5.11 Rejection of Bid

The bid is liable to be rejected if the bid document:

1. Does not bear signature of authorized person.
2. Is received through Fax / E-mail.
3. Is received after expiry of the due date and time stipulated for Bid submission.
4. Is incomplete / incorrect.
5. Does not include requisite documents.

6. Is Conditional.
7. Does not conform to the terms and conditions stipulated in this Request for Proposal.
8. Is not submitted through OGB e-Procurement portal.
9. No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.12 Deadline for Submission

The last date of submission of bids is given in Section 1. However the last date of submission may be amended by OGB and shall be notified through its website.

5.13 Extension of Deadline for submission of Bid

OGB may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be intimated through OGB website, in which case all rights and obligations of OGB and Bidders will thereafter be subject to the deadline as extended.

5.14 Late Bid

Bids received after the scheduled time will not be accepted by the OGB under any circumstances. OGB will not be responsible for any delay due to postal service or any other means.

5.15 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

No bid will be modified after the deadline for submission of bids.

5.16 Right to Reject, Accept/Cancel the bid

OGB reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

OGB does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. OGB also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

5.17 RFP Abandonment

OGB may at its discretion abandon the process of the selection of bidder at any time before notification of award.

5.18 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 – “Technical bid” i.e. Technical bid will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 – “Commercial bid” of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this rate contract. The Commercial bid submitted will be evaluated for the bidders qualify the eligibility and technical criteria.

5.19 Contacting OGB

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact OGB for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact OGB with a view to canvas for a bid or put any pressure on any official of the OGB may entail disqualification of the concerned Bidder and/or its Bid.

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – In the first stage the ‘Eligibility’ and ‘Technical’ Bids will be opened.

Stage 2 – Commercial bids will be opened for technically qualified bidders for selection of L1 bidder.

6.2 Opening of Eligibility and Technical Bids

OGB will open Eligibility bid (Envelope ‘A’) and Technical bid (Envelope ‘B’) in presence of Bidders representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by OGB from time to time.

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder’s representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of OGB.

The bidder’s representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for OGB, the bids shall be opened at the appointed time and place on next working day.

6.3 Opening of Commercial Bids

Bank will intimate the date and time of opening of Commercial bids to the bidders satisfying eligibility criteria and Technical requirement of this RFP. Commercial bid will be opened for selection of L1 bidder.

Section 7 - Bid Evaluation

7.1 Preliminary Examination of Eligibility Bids

OGB will examine the bids to determine whether they are complete; whether required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

OGB may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by OGB and may not subsequently be made responsive by the Bidder by correction of the nonconformity. OGB’s determination of bid responsiveness will be based on the content of the bid itself. OGB may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

- a) Compliance to Technical Specifications as specified in the RFP.
- b) OGB reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- c) Review of written reply, if any, submitted in response to the clarification sought by OGB, if any.
- d) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed solution are to be enclosed.
- e) To assist in the examination, evaluation and comparison of bids OGB may, at its discretion, ask any

or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

- f) OGB may interact with the Customer references submitted by bidder, if required. To assist in the examination, evaluation and comparison of bids OGB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

OGB reserves the right to shortlist bidders based on technical evaluation criteria.

7.3 Evaluation of Commercial Bids:

Commercial bids of only those bidders will be opened who will qualify all the criteria as mentioned in the RFP. Prices will be compared item wise. **L1 vendor will be decided on item wise products.** Buyback price of old batteries must include transportation costs, entry/exit costs. Buyback price will also be considered for deciding L1.

The Selected bidder has to take to old batteries on Buy-Back price as-is-where-is basis.

7.4 Successful Evaluated bidder:

The bidder with lowest commercial bid identified will be declared as the successful bidder and will be called L1 bidder for the required quantity. OGB reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder.

7.5 Price Composition

1. The prices quoted should be only in Indian rupees.
2. The prices should be exclusive of all taxes but should include charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, commissioning of equipment.
3. Buyback price should be indicated as per format given. It will be considered for deciding L1.
4. The prices should include minimum **3 years warranty**. If any number of batteries gone faulty within the warranty period, replacement must be done within stipulated time. The batteries will also be guaranteed against manufacturing defects, faulty design, use of defective materials, poor workmanship. **Manufacturing date of the new battery and replacement battery should not be older than six months. It can be verified anytime as per Banks discretion.**
5. The vendors should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

7.6 No Price Variation

The commercial offer shall be on a fixed price basis

7.7 Price Freezing

The prices finalized shall remain valid for a period of 12 months from the date of offer, with quarterly review for downward revision of prices.

7.8 SPLITTING OF ORDER

1. The Bank reserves its right for splitting the quantity between two vendors.
2. The splitting of the order will be in 60:40 ratio, provided the L2 vendor agrees to match the prices quoted by L1 vendor and agrees for all the terms and conditions.
3. In case L2 vendor is not willing to match L1 price, Bank will call L3, L4 vendors etc., in that order to step into the shoes of L2 vendor. In the event of L3, L4 etc., vendor not matching the L1 price the entire quantity will be awarded to L1.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause 7.3, 7.4 & 7.5, and after obtaining internal approvals and prior to expiration of the period of Bid validity, OGB will send Notification of Award / Purchase Order to the selected Bidder.

Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to OGB.

8.2 Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of 1 year. However, the purchase orders will be placed for the required units of Batteries at intervals on need basis for a period of one (1) year from date of release of first purchase order / offer letter.

8.3 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- Upon the successful Bidder accepting the Purchase Order and signing the contract, if required, and NDA, OGB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.4 Performance Bank Guarantee

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 3 Years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to the value of the PBG from the payments due to the bidder.

8.5 Taxes and Duties

All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments.

Prices shall be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. Octroi, if any, shall be reimbursed to bidder by OGB at actual on production of original receipt.

The bidder shall meet the requirements of Goods & Services Tax (GST) as and when made applicable by the Government of India.

8.6 Implementation schedule and location

The Batteries shall be delivered within 4 weeks of receipt of the Purchase Order and installed within 1 weeks from date of delivery.

8.7 Delivery Address:

Delivery should be done in various OGB locations in 13 districts of Odisha.

8.8 Penalty for default in Delivery

If the Bidder does not deliver the UPS Batteries as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by OGB, OGB shall impose a penalty @ 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order.

In the case of delay in compliance with the order beyond 10 days of the stipulated time period, OGB will have the right to cancel the order.

8.9 Warranties and Support

The successful bidder shall provide comprehensive on-site warranty for 3 years for hardware & software with back to back support/arrangements from the respective OEM from the date of acceptance of hardware / software with 4hrs response and 48hrs resolution time

The successful bidder / OEM should ensure that the Equipment proposed in this RFP, should not be declared as EOL or EOS by the OEM within the 3 years contract period.

Bidder guarantees the whole of the Goods against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by OGB)

If during the Warranty Period any Goods are found to be damaged or defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including the cost of dismantling and reinstallation) on the request of OGB and if removed from the Site for such purpose, Bidder has to repair or replace / re-furnish, rendered all goods shall be removed and re-delivered to OGB by Bidder at its own cost.

8.10 Service Level Requirements

Service Window & Call registration: 9.00 a.m. – 6.00 p.m. (Monday to Saturday).

- Response: Within 4 hours.
- Resolution: Within 48hrs from call registration time.
- Call Registration Process: Via Web, Phone & mail.
- Bidder shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by OGB.
- All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers.
- Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- Bidder shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the OGB official
- The Vendor shall co-ordinate with OEMs for support for configuration issues, hardware replacement etc.
- The Vendor shall provide support for the UPS Batteries in case they are shifted to other location.

8.11 Penalty on non-adherence to SLAs

Penalty of Rs.50.00 per day shall be levied if the call is not resolved within 48 hours or 2 business day. Maximum penalty applicable per year would be 5% of the cost of Batteries. OGB has the right to recover the penalty by invoking the PBG / BG or from any amount payable to the bidder.

8.12 Incentivizing the Service Providers

- a. Delivery of hardware / software / services – in case of delivery of the deliverables earlier than the stipulated delivery schedule as per the Purchase Order - 0.25% per week, for every week of early delivery, with a maximum of 2.5%, of the Order value of the respective component, i.e. hardware / Software / services, as the case may be, provided the saving in delivery timeline / early delivery is not less than 20% of the prescribed delivery schedule, otherwise incentive will not be applicable. Vendors will not be eligible for any incentive if delivery happens as per the terms of the PO.
- b. Incentive will not be applicable in case the original delivery schedule is extended for any reason
- c. Liquidated damages will continue to be levied for delays in delivery as per the terms of the PO, if the delays are attributable to the vendors

8.13 Prices

Price shall remain fixed for a period one (1) year from the date of Notification of award / Purchase Order.

There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

8.14 Repeat Order:

OGB reserves the right to place Purchase Orders with the selected /bidder Supplier for any or all of the services at the agreed unit rate, i.e. the rate contract during the period of 1 year from the date of acceptance of award / Purchase Order.

8.15 Product Upgrades

At any time during term of the purchase order / performance of the RFP/Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the bidder in its bid and still to be delivered, the bidder shall be obliged to offer to OGB the latest version of the available technologies having equal or better performance or functionality at the same or lesser unit prices.

During performance of the RFP/Contract, the Bidder shall offer to OGB all new versions, releases and updates of standard software, Firmware as well as related technical support within 30 days of their availability from the OEM free of cost.

8.16 Payment Terms:

- 90% Payment will be made after successful installation and signoff of the UPS Batteries by Authorized Personnel from OGB.
- 10% Payment will be made on completion of the period of warranty or on submission of Bank Guarantee of similar value valid till date of expiry of the warranty period with a claim period of an additional 12 months from the date of expiry of the Bank Guarantee.

8.17 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure R hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

8.18 Indemnity

The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify OGB, provided OGB promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

8.19 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order.

The Bidder's liability in case of claims against OGB resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

8.20 Obligations of the Bidder

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this RFP or to the services as faithful advisor to OGB and shall at all times support and safeguard OGB's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

8.21 Exit option and contract re-negotiation

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
- c) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery to a number of vendors, OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to OGB or its designee, for the effective management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this RFP/Agreement.
- e) **Warranties:**
 1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB. The bidder shall execute any and all such documents as may be necessary in this regard.
 2. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are

needed, the same shall be scoped and priced.

3. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- f) The rates for availing services during reverse transition period would be the same as payable during the RFP/contract period for the respective services, during which the existing Bidder would transfer all knowledge, know-how and other things necessary for OGB or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- g) OGB shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- h) OGB and the bidder shall together prepare the Reverse Transition Plan. However, OGB shall have the sole decision to ascertain whether such Plan has been complied with.
- i) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required.

8.22 Extension of RFP/Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP/Contract, to the satisfaction of and as decided by the OGB up to a contract period reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the RFP/Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months period on the same rates and terms & conditions of the RFP/Contract.

OGB has right to alter (increase or decrease) the number of UPS Batteries. OGB has right to place repeat order to the bidder for any equipment mentioned in the Contract. The RFP/contract shall be co-terminus with the Purchase orders issued unless extended by OGB.

8.23 Order Cancellation

OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone;

- I. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- II. Serious discrepancy in the quality of service expected.
- III. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder. This is after repaying the original amount paid.

8.24 Termination of Contract

For Convenience: OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the RFP/contract is terminated and the date upon which such termination become effective. OGB shall

consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.

For Non-Performance: OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by OGB).

8.25 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB.
- OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.26 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the RFP, the successful bidder or OGB shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving OGB or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify OGB in writing of such condition and cause thereof. Unless otherwise directed by OGB in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8.27 Resolution of Disputes

OGB and bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute or differences arising between them under or in connection with the RFP/Contract. If, however, the parties are not able to resolve them,

1. Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the RFP/Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by OGB and the Bidder. The third Arbitrator shall be chosen by mutual discussion between OGB and the Bidder. Where the value of the RFP/contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between OGB and Bidder.
2. Arbitration proceedings shall be held at Bhubaneswar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.

8.28 Compliance with Applicable Laws of India

The Bidder confirms to OGB that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify OGB about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect OGB and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of this RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OGB and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OGB will give notice of

any such claim or demand of liability within reasonable time to the Bidder.

8.29 Legal Compliances:

The Bidder confirms to OGB that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow OGB as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by OGB & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. OGB shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. OGB shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

8.30 Intellectual Property Rights:

All rights, title and interest of OGB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of OGB and Bidder shall not be entitled to use the same without the express prior written consent of OGB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.31 Applicable Law and Jurisdiction

Applicable Law: The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Bhubaneswar in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

8.32 Facilities provided by OGB:

OGB shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

8.33 No Damage of OGB Property

Bidder shall ensure that there is no loss or damage to the property of OGB while executing the RFP/Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by OGB shall be recovered from Bidder.

8.34 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of RFP and includes collusive practice among Bidder’s (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the OGB of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or an OGB official in the process of project execution.

OGB will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

8.35 Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

8.36 Addresses for Notices

Following shall be address of OGB and Bidder

OGB address for notice purpose:

The General Manager,
Information Technology Department,
Head Office, Odisha Gramya Bank,
Gandamunda, Khandagiri,
Bhubaneswar – 751030

Supplier's address for notice purpose: (To be filled by supplier)

Section 9 - Technical Specifications

The batteries proposed should satisfy below minimum technical specification.

1. Battery Make:	Exide / Quanta
2. Battery Rating:	100 AH
3. Battery Type:	SMF Sealed Maintenance Free Battery
4. On-Site Comprehensive Warranty:	36 Months
5. Nominal Voltage:	12 Volts
6. Application Usage:	Online UPS

- Service Window & Call registration: 9.00 a.m. – 6.00 p.m. (Monday to Saturday)
- Response: Within 1 days.
- Resolution: 48hrs from time and date of call logging by any media.
- Call Registration Process: Via Web, Phone & mail.
- Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- The above shall be applicable during the warranty period free of any additional cost to OGB.
- Obsolescence: The bidder shall guarantee that the equipment's quoted and supplied shall not be obsolete or proclaimed as "End of Life" and/or "End of Sale" by the OEM during the warranty/AMC Period. In case of OEM declared EOL/EOS during Warranty/AMC then device to be replaced free of cost.
- To provide support for the UPS Batteries in case they are shifted to other locations. The Bidder should have service Centre on all OGB locations.

Section 10 - Documents forms - Eligibility Envelope

Annexure A – Bidder’s Letter for EMD

To
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. - Khandagiri
Bhubaneswar – 751030.

Subject: RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for “REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)”.

We have enclosed an EMD in the form of a Bank Guarantee No. _____ issued by the branch of the _____ Bank, for the sum of Rs. _____ (Rupees _____). This EMD is as required by clause 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Note: The letter should be attached along with Bank Guarantee and should be uploaded and sent to Head Office along with Bank Guarantee.

Annexure B - Bid Security Format (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Odisha Gramya Bank: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under RFP No.

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. _____ /-(Rupees _____ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by OGB during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

[Signature]

Annexure C - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To,
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Dear Sir,

Subject: RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for "REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)".

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR and are exclusive of applicable Taxes.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for OGB and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that OGB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of OGB will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by OGB for submission of bid, and our offer shall remain binding upon us and may be accepted by OGB any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, OGB will have the right to disqualify /blacklist us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that OGB may reject any or all of the offers without assigning any reason whatsoever.

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____ dated _____ drawn in favor of "Odisha Gramya Bank" or Bank Guarantee valid for ____ days for an amount of Rs. _____ (Rs. _____ only) payable at Bhubaneswar.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure D1 - Bidder Information (To be filled up in online form only)

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Private Ltd)			
4	Details of Incorporation of the Company.		Date:	
			Ref#	
5	Valid Sales tax registration no.			
6	Valid Goods and Service Tax registration no. (Preferably for Odisha State Code:21)			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9	Telephone No. (Cell # and Landline # with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
13	Year	2018-19	2019-20	2020-21
14	Net worth			
15	Turn Over			
16	Profit After Tax			
17	Number of UPS Batteries sold (indicate make and brand of the UPS Batteries sold in each year) - year wise			

Annexure D2 – Details of Beneficial Owner (To be filled in online Form)

RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for “REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)

Ref: YOUR REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF 430 UNITS OF ROUTERS FOR BRANCHES IN PHASED MANNER

Bidder’s Beneficial Ownership Details:

Name of the Beneficial Owner	Percentage of beneficial Ownership	Natural Person or Legal / Artificial Juridical person / entity	Country of Citizenship / Country of incorporation of legal / artificial juridical person /entity	In case of legal / artificial juridical person / entity, beneficial ownership details of such entities may be furnished and so on

Manufacturer’s Beneficial Ownership Details:

Name of the Beneficial Owner	Percentage of beneficial Ownership	Natural Person or Legal / Artificial Juridical person / entity	Country of Citizenship / Country of incorporation of legal / artificial juridical person /entity	In case of legal / artificial juridical person / entity, beneficial ownership details of such entities may be furnished and so on

(Enclose necessary documentary proof) Date:

Annexure E - Declaration for Clean Track Record

To

The General Manager,
Information Technology Dept.,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for “REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)”**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure F - Declaration for Acceptance of RFP Terms and Conditions

To

The General Manager,
Information Technology Dept.,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for “REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)”**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure G - Declaration for Acceptance of Scope of Work

To

The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for “REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)”**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure H - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for "REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)"**. In response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2021.

For _____.

Accepted

(Signature)

(Name Designation)

Date:

Business Address:

Annexure I - Eligibility Criteria Compliance (to be filled up in online form only)

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	<p>The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.</p> <p>a. The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be submitted along with technical bid. (Documentary proof should be attached).</p> <p>b. In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid</p> <p>c. In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p>		Documentary Proof should be submitted
2	<p>The bidder should have minimum annual turnover of Rs.5.00 Crores during the three financial years i.e. 2018-19, 2019-20 and 2020-21 or calendar years 2018, 2019, 2020 or bidder's financial years.</p> <p>a. Annual reports of 2018-19, 2019-20 and 2020-21 or calendar years 2018, 2019, 2020 or bidder's financial years should be attached. (Documentary proof should be attached).</p> <p>b. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>c. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision</p>		Standalone financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted.

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
	<p>of OGB will be treated as final and no further correspondence will be entertained on this.</p>		
3	<p>The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. 2018-19, 2019-20 and 2020-21 or calendar years 2018, 2019, 2020 or the Bidder's financial years.</p> <p>a. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>b. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>		<p>Standalone financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted.</p>
4	<p>Bidders should be OEM of UPS SMF batteries or Authorized Dealer of OEM. Bidders who are not OEMs shall produce ink signed certificates from the respective OEMs, giving reference of this Tender enquiry, authorizing the bidder to offer their equipment and a commitment to provide maintenance support during the warranty period. The complete contact details of the OEM (Name and designation of contact person, postal address, e-mail ID and telephone numbers) should be furnished and the bank may at its discretion verify the authorization from the OEM, failure of which may result in the bidder being black listed and / or barred from participating for any future tender of this office. However, either OEM or the authorized business partner only can submit offers under the RFP and not both. Bidder, be it OEM or premium partner / authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in "Annexure J - OEM / Manufacturer's Authorization Letter" of this RFP. OEM or any of its premium partner / authorized</p>		<p>Declaration from OEM</p>

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
	reseller in India shall participate in this RFP.		
5	The Bidder should be original equipment manufacturer (OEM) for hardware or premium partner / authorized reseller of the hardware in India. The Bidder must be in position to provide support / maintenance / upgradation during the period of contract with the Bank.		"Annexure J - OEM / Manufacturer's Authorization Letter
6	Bidders must be currently an empaneled vendor of at least ONE public sector organization for supply of SMF Batteries.		Copies of vendor empanelment
7	Bidders should be registered with respective Authorities of Taxes		Registration Certificate.
8	The bidder should not have been blacklisted or de-empaneled by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company in India within last three years as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in "Annexure E - Declaration for Clean Track Record" of the RFP along with the technical bid.		Self-Declaration as per Annexure E
9	The bidder must have presence in at least seven districts in the service area of Odisha Gramya Bank with direct service centers or exclusive franchisee service centers or authorized service centers in our locations. These locations should be staffed with support personnel with experience in service support of hardware / peripherals / equipment's proposed to be procured under this bid.		Bidder to submit the service center details along with full address and contact numbers as per format provided in "Annexure K - Details Of Support Infrastructure Available With Bidder"
10	Bidders other than OEM should be registered or Authorized Recycler / Preprocessors of e-waste with MOEF/Central Pollution Control Board / Odisha State Pollution Control Board / any other state pollution control board etc. for buyback of old/obsolete Batteries on "As is where is basis".		Relevant certificate of Pollution control board or Authorization certificate.

Annexure J - OEM / Manufacturer's Authorization Letter

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

Date:

To:

WHEREAS

We _____, are official manufacturers/OEM vendors of _____.
We _____ do hereby authorize M/S _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on _____ day of _____, _____

Annexure K - Details Of Support Infrastructure Available With Bidder (To be filled in online form only)

DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER

S No:	Location Details	Contact details with names, address, contact Number, e-mail ID etc.	Specify whether direct service centers or exclusive franchisee service centers or authorized service centers	Number of Service Engineers attached
1	Bhubaneswar			
2	Khurda			
3	Nayagarh			
4	Puri			
5	Pipili			
6	Angul			
7	Cuttack			
8	Jagatsinghpur			
9	Kendrapada			
10	Jajpur			
11	Balasore			
12	Bhadrak			
13	Mayurbhanj			
14	Keonjhar			

We hereby certify that the details of direct service centers or exclusive franchisee service centers or authorized service centers mentioned above are of our own.

Authorized Signatory
Date:

Name and Designation

Office Seal Place:

Annexure L - Technical Compliance

(Bidder's letter head)

The batteries proposed should satisfy below minimum technical specification.

S.NO	SPECIFICATIONS	MINIMUM PATRAMETER	COMPLIANCE (YES/NO)
	Battery Make:	Exide / Quanta	
1	Battery Rating:	100 AH	
2	Battery Type:	SMF Sealed Maintenance Free Battery	
3	On-Site Comprehensive Warranty	36 Months	
4	Nominal Voltage	12V	
5	Application Usage	Online UPS	

- Service Window & Call registration: 9.00 a.m. – 6.00 p.m. (Monday to Saturday)
- Response: Within 1 days.
- Resolution: 48hrs from time and date of call logging by any media.
- Call Registration Process: Via Web, Phone & mail.
- Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- The above shall be applicable during the warranty period free of any additional cost to OGB.
- Obsolescence: The bidder shall guarantee that the equipment's quoted and supplied shall not be obsolete or proclaimed as "End of Life" and/or "End of Sale" by the OEM during the warranty/AMC Period. In case of OEM declared EOL/EOS during Warranty/AMC then device to be replaced free of cost.
- To provide support for the UPS Batteries in case they are shifted to other locations. The Bidder should have service Centre on all OGB locations.

We declare that battery proposed complies to the technical specifications as specified in the RFP.

Dated this..... Day of..... 2021

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure M - Client Reference

RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for “REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)”

Details of Online UPS Batteries supplied in the last 3 years

Sr.No	Organization	Batteries Quantity	Date of supply	Contact Person Name and Designation	Phone Number of the Contact person	Email Address of the Contact person
1						
2						
3						
4						

- Relevant documentary evidence to be provided for each of the past client reference provided

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure N - ACCEPTENCE OF BUYBACK TERMS & CONDITIONS

To
Head Office,
Odisha Gramya Bank,
Bhubaneswar - 751030

Dear Sir,

Sub: RFP for supply of 12 volts SMF batteries for various branches/offices/ATMs of OGB

We understand that:

- Old batteries to be bought back under this RFP are of minimum 02 years old.
- Technical Specification and brand of these old batteries will vary due to the original manufacturing standards as well as purchase requirement of the bank prevailing during the time of purchase / manufacture of these batteries in past.
- All configurations and technical specifications mentioned for bought back Batteries are of illustrative nature and not exhaustive. Actual configuration / specification may vary.
- Due to the complexity of determining the buyback price of old hardware due to varying brand, different technical specifications as well as different aging, we will be quoting SINGLE STANDARDIZED buyback price for each of these batteries category separately irrespective of their brand.
- Old batteries will be bought back on “as is - where is” basis.
- We will bear all cost inclusive of all costs pertaining to collection and transportation from Bank's premise to our base location.

Dated at _____ this _____ day of _____ 2021

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

(On Stamp Paper of ₹ 100.00)

Annexure O - Integrity Pact

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2021, between, on one hand, Odisha Gramya Bank acting through Shri _____, Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment / Item / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Item / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: _____) hereinafter referred to as "Tender / LTE" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

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

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (IEM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any

Influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

The contract is to be entered into with a view to:-

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures. The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

1.1 The BUYER undertakes that no official/ employee of the BUYER, connected directly or indirectly with the

contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach.

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

Article 2: Commitments of BIDDERS

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

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.

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

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

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / Integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness

and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

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

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

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

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

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 4: Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.

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

4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.

4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has

implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

Article 6: Earnest Money (Security Deposit)

6.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in NIT / LTE) as Earnest Money/security deposit with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument [to be specified in the LTE].

6.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or upto the warranty period, whichever is later.

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

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

Article 7: Sanction for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-

- i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- viii. In cases where irrevocable Letters of Credit have been received in respect of any- contract signed by the BUYER with the BIDDER, the same shall not be opened.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

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

Article 8: Independent External Monitors

8.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as monitors] for this Pact in consultation with the Central Vigilance Commission.

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

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

8.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non - binding recommendations.

8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

8.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.10 The word 'Monitor' would include both singular and plural.

Article 9: Facilitation of Investigation

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

Article 10: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 11: Other Legal Actions

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

Article 12: Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

Article 13: Code of Conduct

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 14: Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Article 15: Legal and Prior Rights

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

Article 16: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

16.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

16.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

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

16.4 Any dispute or difference arising between the parties with regard to the terms o-f this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

BUYER	BIDDER
Name of the Officer	Name of the Officer
Designation	Designation
Odisha Gramya Bank	Bidder's Company Name

Witness 1. _ 2. _	Witness 1. _ 2. _
--	--

Section 11 - Documents Forms - Commercial Envelope

Annexure P - Commercial Bid Format (To be filled in Online form only)

RFP No. OGB/RFP/ITD/HARDWARE/005/2021-22 dated 30/06/2021 for “REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)”

Item	Exide or Quanta	Battery Unit Price	GST Rate (%)	Total Price	Buy Back Rate of Old Battery	GST Rate (%) of Buyback Battery	Total Buyback with tax	Net Amount
		[a]	[b]	C = [a+ (b% of a)]			[E]	[C – E]
UPS Battery								
							Total	[Z]

Note:

1. The Rate Contract Period will be valid for a period of TWELVE months from the date of issue of PO.
2. Net Amount quoted (**Z**) will be considered for deciding L1 vendor.
3. Battery cost should be quoted with minimum 3 years warranty
4. Bidder should indicate applicable GST percentage rate under column name “**GST Rate (%)**” and “**GST Rate (%) of Buyback Battery**”. Bidder to ensure the GST percentage with the effective Government Rates. Bank reserves its rights to re-calculate the value entered in the form with actual applicable rates.
5. Please note that batteries under buy back will be on “AS IS WHERE IS” condition.
6. Bidders can quote only one brand. (**Exide / Quanta**)

All prices are exclusive of taxes.

The bidder shall meet the requirements of Goods & Services Tax (GST) as and when made applicable by the Government of India.

Dated this..... Day of..... 2021

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

Section 12 – Documents to be executed by selected bidder / vendor

Annexure Q - Performance Bank Guarantee (BANK GUARANTEE)

Date

Beneficiary: ODISHA GRAMYA BANK
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. - Khandagiri
Bhubaneswar – 751030.

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called “the Supplier”) has received the purchase order no. “-----” dated ----- issued by Odisha Gramya Bank (OGB), for ----- (hereinafter called “the Purchase Order”).

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to OGB.

At the request of the Supplier, We ----- (name of the Bank , the details of its incorporation) having its registered office at ----- and, for the purposes of this Guarantee and place where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "Bank" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs.----- (in figures) (Rupees----- (in words)----- only) upon receipt by us of your first demand in writing declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with - (Bank Name & Issuing branch address) -----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- (Amount in figures and words).

This bank guarantee is valid upto -----.

The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of OGB within twelve months from the date of the expiry of the validity period of this Bank Guarantee.

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Bhubaneswar shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. ----- (Amount in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) Claim Expiry

Annexure R - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2021 ("Effective Date") between **Odisha Grama Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as "**OGB**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

AND

_____, a company registered in _____ and having its registered office at _____ (Hereinafter referred to as "-----", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

OGB and ----- shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between OGB and ----- to perform the considerations (hereinafter called "Purpose") set forth in below:

(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate

such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: DISPUTE RESOLUTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the 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 nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bhubaneswar, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively

in the courts at Bhubaneswar in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party’s names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party’s non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

ODISHA GRAMYA BANK	TYPE COMPANY NAME
By: Name:	By: Name:
Designation:	Designation:

Witness 1: