



**ODISHA GRAMYA BANK**

Information Technology Department  
Head Office, Gandamunda, P.O. Khandagiri, Bhubaneswar-30

**RFP Ref No. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018**  
**Re-Tender 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

The following items must be checked before the Bid is submitted:

1. Demand Draft / Pay Order Rs.5,000.00 (Rupees Five thousand Only) towards cost of Bid document in Envelope –‘A’
2. Bank Guarantee of INR 3,00,000/-(Rupee Three Lakhs only) towards Bid Security in Envelope –‘A’ Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope ‘A’- Eligibility Criteria Response.
5. Envelope ‘B’- Technical Response
6. Envelope ‘C’- Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope – ‘A’.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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## 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	RFP/ITD/HARDWARE/006/2018-19
2.	Date of Issue of RFP	07 <sup>th</sup> September 2018
3.	Last date for receipt of queries, if any.	11 <sup>th</sup> September 2018, 11:00 hours
4.	Pre Bid Meeting, if any.	11 <sup>th</sup> September 2018, 12:00 hours
5.	Bid Submission Mode.	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	25 <sup>th</sup> September 2018 on or before 16:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
7.	Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee.	25 <sup>th</sup> September 2018 on or before 16:00 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.	26 <sup>th</sup> September 2018 at 11:00 hours at the Bank's Information Technology Department, Bhubaneswar.
9.	Date, time and venue for opening the commercial bid	Will be separately intimated to the technically qualified bidders.
10.	Name of contact officials for DD submission as stated in serial No.6 and for any enquiries.	R. R. Venkatachary – General Manager IT S. K. Basa – Sr. Manager IT D. D. Mohanty– Sr. 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. R. R. Venkatachary - General Manager 0674-2353043 Mr. D. D. Mohanty- Sr. Manager-IT 0674-2353024
13.	Contact e-mail ID	<a href="mailto:itd@odishabank.in">itd@odishabank.in</a> <a href="mailto:itdh@odishabank.in">itdh@odishabank.in</a>

### Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Schedule date and time of opening of Bids may vary as per exigency.
3. Bid Cost: DD shall be made in favor of "Odisha Gramya Bank" for Rs. 5,000 payable at Bhubaneswar.



## 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). Bank is having 549 Branches and 9 Regional Offices across 13 districts of Odisha.

### 2.2 Objective of this RFP:

Odisha Gramya Bank invites tenders from well-reputed vendors for Delivering and installing UPS batteries of specified configuration **UNDER RATE CONTRACT** at its Head Office, Regional offices, Branches and other offices located across the State based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP).

### 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.

The Bidders can submit the bid response at OGB's office at Head Office, Odisha Gramya Bank, Gandamunda, Bhubaneswar - 751030, along with non-refundable amount of Rs.5,000.00 (Rs Five Thousand only) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "ODISHA GRAMYA BANK" payable at BHUBANESWAR.

### 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 installing 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.
2. The estimated quantity during the one year period would be between 3000 to 3400 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 submitted along with technical bid. (Documentary proof should be attached).
  - 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. 3 Crores during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years.
  - a. Annual reports of 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years should be attached. (Documentary proof should be attached).
  - 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. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 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 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 I - 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 / rate contract vendor or have similar order of 100AH batteries from at least ONE public sector organization for supply of SMF batteries. (Copies of vendor empanelment / Rate Contract / Similar PO of 100AH)
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 submit the Self Declaration certificate as per format provided in "Annexure D - Declaration for Clean Track Record" of the RFP along with the technical bid. (Documentary proof should be attached).
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 / equipments proposed to be procured under this bid. Bidder to submit the service centre details along with full address and contact numbers as per format provided in “Annexure J - Details Of Support Infrastructure Available With Bidder” of the RFP along with the technical bid. (Documentary proof should be attached).

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 Response Sheet**

The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure - H. 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 Content of Bidding Document**

The Bid shall be in 3 separate envelopes, Envelope A, B and C.

#### **5.4 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.

#### **5.5 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 Earnest Money Deposit (EMD)**

The Bidder is required to deposit Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft / Pay order in favor of "Odisha Gramya Bank" payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

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 EMD.

### **5.8 Return of EMD**

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

### **5.9 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.

### **5.10 Period of Validity of Bids**

Bids shall remain valid for a period of 180 days 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.

### **5.11 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.

### **5.12 Format of Bid**

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid only. In case of any discrepancy between them, the original shall govern.

The commercial bid will be submitted as hard copy only.

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

### **5.13 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 G) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

### **C. Submission of Bid**

#### **5.14 Envelope bidding process**

The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as “Re-Tender REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)”

The inner and outer envelopes shall be addressed to OGB at the address mentioned in Section 1.

The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, OGB will assume no responsibility for the bids misplacement or premature opening.

#### **5.15 Contents of the 3 Envelopes**

##### **Envelope A - Eligibility Bid**

The following documents as per the sequence listed shall be inserted inside Envelope A:

1. Bid Cost in the form of Demand draft/Pay order
2. Bid Earnest Money in the form of Demand Draft - Annexure A1 OR Bid Earnest Money in the form of Bank Guarantee – Annexure A2
3. Bid Offer form (without price) – Annexure B
4. Bidder Information – Annexure C
5. Declaration of Clean Track Record – Annexure D
6. Declaration of Acceptance of Terms and Conditions – Annexure E
7. Declaration of Acceptance of Scope of Work – Annexure F
8. Power of Attorney for signing of bid – Annexure G
9. Eligibility Criteria Matrix – Annexure H along with supporting documentary proof for each criterion as stipulated.
10. OEM/Manufacturer Authorization Letter – Annexure I
11. Details of support Infrastructure – Annexure J
12. Three years audited Balance Sheet and Profit and Loss Statements.
13. RFP document duly sealed and signed by the authorized signatory on each page
14. Certificate of Pollution control board or Authorization certificate for buyback of batteries.

**15. All necessary supporting documents**



### **Envelope B - Technical Bid**

The following documents shall be inserted inside Envelope B:

1. Technical Requirements duly completed - Annexure K
2. Client Reference - Annexure L along with supporting documentary evidence

### **Envelope C - Commercial Bid**

1. Commercial Bid Form – Annexure M
2. Commercial Bid – Annexure N
3. Acceptance of buyback Terms and Conditions – Annexure O
4. Non-Disclosure Agreement – Annexure Z

### **5.16 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.

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section 1.

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.

### **5.17 Bid Currency**

All prices shall be expressed in Indian Rupees only.

### **5.18 Bid Language**

The bid shall be in English Language.

### **5.19 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.

No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

### **5.20 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.

### **5.21 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.

### **5.22 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.

### **5.23 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.

### **5.24 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.

### **5.25 RFP Abandonment**

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

### **5.26 Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages:

**Stage 1 – Envelope ‘A’** i.e. Eligibility bid and – **Envelope ‘B’** 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 -Envelope ‘C’** of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this rate contract.

### **5.27 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 i.e. Envelope ‘A’ and Envelope ‘B’ will be opened.

Stage 2 – Envelope ‘C’ 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 Envelope C - Commercial Bids

Indicative Commercial bid in Envelope C 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 **2 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 battery should not be older than six months.**
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 ratios, 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 years. 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 2

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 2 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 2 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(as per Annexure A3) 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 Z 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:	24 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 to be put in Envelope A

### Annexure A1 – 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. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 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:

**Annexure A2 - Bid Security (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 A3 - Bid Security (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 Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at -----  
----- (Bank & Its Address).

**{Signature of the Authorized representatives of the Bank}**

**Annexure B - 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. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 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.
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 C - Bidder Information

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	2015-16	2016-17	2017-18
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 D - 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. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 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 E - 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. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 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 F - 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. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 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 - 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. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 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 \_\_\_\_\_ 2018.

For \_\_\_\_\_.

**Accepted**

**(Signature)**

(Name Designation)

Date:

Business Address:

Annexure H - Eligibility Criteria Compliance

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. 3 Crores during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years.</p> <p>a. Annual reports of 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 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</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.

	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	<p>The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 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>		Standalone financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted.
4	<p><b>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.</b> 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. <b>However, either OEM or the authorized business partner only can submit offers under the RFP and not both.</b> 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 I - OEM / Manufacturer's Authorization Letter" of this RFP. OEM or any of its premium partner / authorized reseller in India shall participate in this RFP.</p>		Declaration from OEM

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 I - OEM / Manufacturer’s Authorization Letter
6	Bidders must be currently an empanelled / rate contract vendor or have similar order of 100AH batteries from at least ONE public sector organization for supply of SMF batteries.		Copies of vendor empanelment / Rate Contract / Similar PO of 100AH
7	Bidders should be registered with respective Authorities of Taxes		Registration certificate.
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 submit the Self Declaration certificate as per format provided in “Annexure D - Declaration for Clean Track Record” of the RFP along with the technical bid.		Self-Declaration as per Annexure D
9	The bidder must have presence in atleast 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 / equipments proposed to be procured under this bid.		Bidder to submit the service centre details along with full address and contact numbers as per format provided in “Annexure J - 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 I - 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 J - Details Of Support Infrastructure Available With Bidder

**DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER**

<b>S No:</b>	<b>Location Details</b>	<b>Contact details with names, address, contact Number, e-mail ID etc.</b>	<b>Specify whether direct service centers or exclusive franchisee service centers or authorized service centers</b>	<b>Number of Service Engineers attached</b>
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**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

## Section 11 - Documents to be put in Envelope 'B'

### Annexure K - Technical Compliance

S.NO	SPECIFICATIONS	MINIMUM PATRAMETER	COMPLIANCE (YES/NO)
1	Battery Rating:	100 AH	
2	Battery Type:	SMF Sealed Maintenance Free Battery	
3	On-Site Comprehensive Warranty	24 Months	
4	Nominal Voltage	12V	
5	Application Usage	Online UPS	

The bidder is required to provide exhaustive list of the hardware, software, etc to implement the project.

Dated this..... Day of.....2018

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

Annexure L - Client Reference

**RFP No. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 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



## Section 12 - Documents to be put in Envelope 'C'

### Annexure M – Commercial Bid Form

(To be included in Commercial Bid Envelope)

To

OGB

Dear Sirs,

Re: RFP No. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 for "REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)"

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of Rs.....(Rupees) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide \_\_\_\_\_ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by OGB up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2018

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure N - Commercial Bid Format

(Company letter head)

**RFP No. RFP/ITD/HARDWARE/006/2018-19 dated 07/09/2018 for “REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR BRANCH / ATM / OFFICES (UNDER BUY BANK SCHEME)”**

(Line item wise details as per Annexure M - Details of all line items of the Commercial Bid, including AMC charges)

Description	Unit Price
<b>(A) Battery Rate (Exide / Quanta)</b>	
<b>(B) GST</b> (GST Rate = _____%)	
<b>(C) Total Price [A+B]</b>	
<b>(D) Buy Back Rate of Old Battery</b>	
<b>(E) GST on Buy Back Rate</b> (GST Rate = _____%)	
<b>(F) Net Amount [C – (D+E)]</b>	

**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 (F) will be considered for deciding L1 vendor.
3. Battery cost should be quoted with minimum 2 years warranty
4. Bidder should indicate applicable GST rate in line item **(B) & (E)**.
5. Any delay beyond the stipulated time of the rate contract will attract a penalty of **Rs.300 per day**.
6. **Please note that batteries under buy back will be on “AS IS WHERE IS” condition.**
7. **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.....2018

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

**Annexure O - 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 \_\_\_\_\_ 2018

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

**Annexure Z - Non-Disclosure Agreement**

This Agreement is made and entered on this ----- day of -----, 2018 ("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 (2) 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.

<b>ODISHA GRAMYA BANK</b>	<b>TYPE COMPANY NAME</b>
By:	By:
Name:	Name:
Designation:	Designation: