



ODISHA GRAMYA BANK

Information Technology Department

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

Request for Close Bid Quotation - RATE CONTRACT FOR SUPPLY OF 12V / 100AH SMF BATTERIES FOR UPS AT ATM SITES (UNDER BUY BACK SCHEME)

To,

All the empanelled and eligible service providers.

Sub: Odisha Gramya Bank invites tenders from well-reputed vendors for Delivering and installing UPS batteries of specified configuration UNDER RATE CONTRACT at its ATM sites located across the State based on the requirements, specifications, terms and conditions laid down in this Request for Proposal document.

Section 1 - Bid Schedule and Address for Bid Submission

S. No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/ITD/ATM/001/2019-20
2.	Date of Issue of Advertisement	20 th Jun 2019
3.	Bid Submission Mode.	Through manual Tendering process
4.	Last Date and Time for submission of bids along with supporting documents through the above	28 th Jun 2019 on or before 18:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
5.	Date, time and venue for opening the Technical and commercial bid	29 th Jun 2019 at 12:00 hours at the Bank's Head office
6.	Contact officials for any clarification.	Mr. J. P Nayak – General Manager IT Mr. S. K. Basa – Sr. Manager IT 0674-2353045 Mr. Asit Khandai - Manager-IT 0674-2353023
7.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
8.	eMail address	itd@odishabank.in gm.itd@odishabank.in

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.

Section 2 - Scope of Work

2.1 Scope of work:

1. Odisha Gramya Bank proposes to shortlist Vendors for supply and installing UPS batteries of specified configuration at various ATMs of OGB. The rate contract period will be valid for a period of one (2) year from date of issue of offer letter or Purchase Order.
2. The estimated quantity during the two year period would as follows:
 - ➔ 288 units of new Batteries of specification 12V/100AH.
 - ➔ 252 units of old Batteries for buy Back of specification 12V/100AH
 - ➔ 36 units of old Batteries for buy Back of specification 12V/65AH
3. Providing service and onsite support during warranty period and post-warranty period as per Bank's requirement.

2.2 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 PROPOSAL.

Section 3 - Terms and Conditions

3.1 Notification of Award / Purchase Order

Bank will be selecting the L1 bidder based on the commercial Bid submitted in the format of Annexure-F. After selection of the L1 bidder, as given in Clause 3.9 & 3.10, 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.

3.2 Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of 2 years. However, the purchase orders will be placed for the required units of Batteries at intervals on need basis for a period of two (2) year from date of release of first purchase order / offer letter.

3.3 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 exclusive 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. In case the successful bidder receives any benefit in terms of tax/GST/duty, then the same benefit may be passed on to the Bank.

3.4 Implementation schedule and location

The Batteries shall be delivered and installed within 7 working days of receipt of the Purchase Order.

3.5 Delivery Address:

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

3.6 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. Penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

In the case of delay in compliance with the order beyond 15 days of the stipulated time period, OGB will have the right to cancel the order.

3.7 Warranties and Support

The successful bidder shall provide comprehensive on-site warranty for 2 years for the products 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 PROPOSAL DOCUMENT, 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.

3.8 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.
- The Vendor shall provide support for the UPS Batteries in case they are shifted to other location.

3.9 Prices

Price shall remain fixed for a period one (2) 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. Bank will be issuing the work order for replacing the old batteries with new batteries case to case basis as and when required within the contract period.

3.10 Purchase Order and 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 as per clause-3.9.

After selection of the L1 Price, Bank may select L2 or L3 bidders as service provider if they agreed to the L1 price structure. Bank may give the order to the selected Vendors on rotation basis if they agreed to accept work order with L1 contract rate. Bank will issuing work order as and when required case to case basis to the selected Bidders.

3.11 Performance Bank Guarantee

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) in the format of Annexure-H 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.

3.12 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 B) 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.

3.12 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.

3.13 No Damage of OGB Property

Bidder shall ensure that there is no loss or damage to the property of OGB while executing the PROPOSAL DOCUMENT/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.

3.14 Governing Language

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

Section 4 - Technical Specifications

The batteries proposed to be purchased from the selected bidder 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 |
| 7. Minimum Backup time for 0.6kw | 4 Hours |

Old batteries proposed to be sold to the selected bidder are of below technical specification

- | | |
|------------------|----------------|
| 1. Battery Make: | Exide / Quanta |
|------------------|----------------|

- 2. Battery Rating: 100 AH or 65AH
- 3. Battery Type: SMF Sealed Maintenance Free Battery
- 4. Application Usage: Online UPS

- 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. **Manufacturing date of the battery should not be older than six months.**

Section 5 - Documents forms to be put along with Bid

1. Bidders Information as per - Annexure A
2. Declaration for Clean Track Record as per- Annexure B
3. Declaration for Acceptance of RFP Terms and Conditions and Scope of Work as per Annexure-C
4. OEM / Manufacturer’s Authorization Letter as per Annexure-D
5. Technical Compliance as per Annexure -E
5. Commercial Bid Format as per Annexure – F
6. ACCEPTENCE OF BUYBACK TERMS & CONDITIONS as per Annexure – G
7. Bid Security (Performance Bank Guarantee) as per Annexure-H

Annexure A - 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)		

Annexure B - 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 Proposal document for selection of vendor for **PROPOSAL DOCUMENT No. OGB/ITD/ATM/001/2019-20 dated 20-06-19 for “REQUEST FOR PROPOSAL FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR ATM (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 C - Declaration of Acceptance of Terms and Conditions and Scope of Work of this PROPOSAL DOCUMENT

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 PROPOSAL DOCUMENT document for selection of vendor for **PROPOSAL DOCUMENT No. OGB/ITD/ATM/001/2019-20 dated 20-06-19 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 PROPOSAL DOCUMENT/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 D- 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 E- 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)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure F - Commercial Bid Format
(Company letter head)

Tender No. OGB/ITD/ATM/001/2019-20 dated 20-06-19 for "PROPOSAL FOR RATE CONTRACT FOR SUPPLY OF 12V SMF BATTERIES FOR ATM (UNDER BUY BANK SCHEME)"

Parts	Description	Type	Unit Price	GST Rate
Part1	12V/100AH Battery (Exide/Quanta)[A]	New Battery		
	12V/100AH Battery (Exide/Quanta)[B]	Old Battery For Buy back		
	Net Price after Buy Back part-1 [C=A-B]			
Part2	12V/100AH Battery (Exide/Quanta)[D]	New Battery		
	12V/65AH Battery (Exide/Quanta)[E]	Old Battery For Buy back		
	Net Price after Buy Back part-2 [F=D-E]			
Final Price For L1 selection [Part-1 + Part-2]				

Note:

1. The Rate Contract Period will be valid for a period of 24 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 Comprehensive 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.

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 PROPOSAL. 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 G- ACCEPTENCE OF BUYBACK TERMS & CONDITIONS

To

Head Office,
Odisha Gramya Bank,
Bhubaneswar - 751030

Dear Sir,

Sub: PROPOSAL for supply of 12 volts SMF batteries for various ATMs of OGB

We understand that:

- Old batteries to be bought back under this PROPOSAL 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 H - 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}