



## ODISHA GRAMYA BANK

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

**RFQ Ref. No. OGB/RFQ/ITD/013/2019-20 dated 22/11/2019**

### **REQUEST FOR QUTATION (RFQ) FOR RATE CONTRACT FOR REPAIRING OF UPSs ON CALL BASIS**

#### **INTRODUCTION**

Odisha Gramya Bank invites close competitive quotations from all eligible bidders for rate contract on repairing of Uninterrupted Power Supply (hereinafter referred to as 'UPS') at its Head Office, Regional offices, Branches and other offices located across 13 operating districts of ODISHA based on the requirements, specifications, terms and conditions laid down in this Request for Quotation (RFQ).

**Project specific terms & conditions and General terms & conditions and Annexures relating to this RFQ are furnished hereunder.**

#### **1. PROJECT SPECIFIC TERMS & CONDITIONS:**

##### **1.1. SCHEDULE OF BIDDING PROCESS:**

<b>S.No</b>	<b>Description of Information/ Requirement</b>	<b>Information / Requirement</b>
1.	Tender Reference Number	OGB/IT/RFQ/13/2019-20
2.	Date of Issue of RFQ	22/11/2019
5.	Bid Submission Mode.	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	04/12/2019
7.	<b>Date, time and venue for opening bid.</b>	05/12/2019 at 11.00 hours at the Bank's Information Technology Department, Bhubaneswar.
8.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O.- Khandagiri Bhubaneswar – 751030.
9.	Contact officials for any clarification.	B.K.Patra- General Manager Telephone – 0674-2353038  S.K.Basa- Senior Manager Telephone – 0674-2353045  Mr. Raja Ray - Manager Telephone – 0674-2353023
10.	Contact e-mail ID	itd@odishabank.in <a href="mailto:itdh@odishabank.in">itdh@odishabank.in</a>

## 1.1 BIDDER'S QUALIFICATION CRITERIA:

The documentary evidence of the Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

1. The bidder is registered as a company or Proprietorship firm in India as per Companies Act, 1956/2013 and should have been in operation for a period of at least 3 years as on date of RFQ. The Certificate of Incorporation or Certificate of Proprietorship issued by the Registrar of Companies is to be submitted along with bid. (Documentary proof should be attached).
2. The Bidder should have registered a turnover of at least Rs. 50 Lakhs (Rupees fifty lakhs) per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts. Annual reports of 2016-17, 2017-18 and 2018-19 should be attached. In case of bidders whose financial year falls other than April- March of the year and final audited accounts yet to be published, provisional results of 2018-19 (self certified) should be attached. (Documentary proof should be attached).
3. The bidder should have positive networth in last three financial years (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years as per audited accounts. Annual reports of 2016-17, 2017-18 and 2018-19 should be attached. In case of bidders whose financial year falls other than April- March of the year and final audited accounts yet to be published, provisional results of 2018-19 (self certified) should be attached. (Documentary proof should be attached)
4. The bidder should have rate contract in any Central Government / PSU / Banking / Insurance company / corporates, with not less than 50 locations, in the last 3 financial years with / other than Odisha Gramya Bank.
5. The bidder must have adequate engineers to attend the calls of the Branches within 9 regional Offices operating in 13 districts of Odisha. These locations should be staffed with support personnel with experience.
6. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFQ including all annexures, addendum and corrigendum for rate contract for repairing of UPSs at its Head Office, Regional offices, Branches and other offices located across ODISHA on the requirements, specifications, terms and conditions laid down in this Request for Quotation (RFQ). Bidder to submit the letter as per format provided in Annexure X of the RFQ along with the technical bid. (Documentary proof should be attached).
7. The bidder should not have been blacklisted/ de-empanelled by Odisha Gramya Bank or in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate as per format

provided in Annexure A of the RFQ along with the technical bid. (Documentary proof should be attached).

The bidder shall furnish relevant documents / self declaration supporting the above eligibility qualification criteria along with the bid.

## 1.2 DETAILS OF UPS(S) FOR REPAIRING ON CALL BASIS

Bank has total 720 numbers of UPS with various OEMs as detailed mentioned in TABLE - A which is to be repaired on call basis at Head Office / Regional Offices / Branch Offices of the Bank within 13 districts of ODISHA and intends to enter into the Rate contract for the repairing of UPSs on call basis.

**TABLE –A**

SL. No.	ITEM OF PURCHASE	QUANTITY (approximate)
1.	NUMERIC UPS (3 KVA)	<b>458</b>
2.	AVO UPS (3KVA)	<b>55</b>
3	EMERSON (3KVA)	<b>82</b>
4	POWERZEN (3KVA)	<b>15</b>
5	APLAB (3KVA)	<b>92</b>
6	ACCENTA (3KVA)	<b>18</b>

## 1.3 DELAYS IN THE BIDDER'S PERFORMANCE

- a) The Bidder should have minimum 10 UPSs at their hand to replace the defunct UPSs for immediate replacement and uninterrupted Business of the Head Office / Regional Offices and Branches.
- b) Bidder should maintain sufficient spare parts in their hand to avoid any delay.
- c) The Bidder should resolve the issues of UPS within 6 days of lodgment of calls either by replacing the defunct UPS with a working one or by replacing the faulty parts.
- d) If, at any time during performance of the Contract, the Bidder should encounter conditions impeding timely repairing of the UPSs, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery.
- e) Repairing of UPSs is deemed to be completed within 6 days of lodgment of calls. If this schedule is not maintained, a penalty of one percent (1%) of invoice value for each 3 days delay, (location wise) or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the invoice value (location wise) will be levied.
- f) Failure of the successful bidder to comply with the above delivery schedule, as stipulated in RFQ shall constitute sufficient grounds for the annulment of the award of

contract. In such an event, the Bank will call for fresh bids and blacklist the bidder for period of one year.

#### **1.4 OPERATIONALISATION – SCOPE OF WORK**

- a) Successful Bidder has to repair the UPSs according to the requirement of the Branches. Connection of UPS and batteries also to be done by the bidder. In case the bidder is the premium partner/authorized / eligible vendor of the OEM, the bidder has to provide the necessary assistance for successful functioning of the UPSs.
- b) Bidder should provide unlimited repair activities without any additional cost to Bank for the locations where the last repair order has been issued within last 6 month.
- c) Successful Bidder shall submit a region-wise Project Completion Report (PCR) duly signed by branch officials to RO / HO containing branch wise details viz., date of repair at the specified location.
- d) Label indicating the Vendor Company name, Date of Repairing and telephone number of Engineer attended the call should be affixed on the top / side of the UPS without fail.

#### **1.5 Period of Rate Contract:**

Rate of contract will be done for a period of 2 years subject to annual review. Bank may extend the rate of contract for another period of one year subject to satisfactory performance of bidder.

#### **1.6 PAYMENT TERMS:**

- a) The invoice value of the repairing cost shall be paid on arrear after successful rectification of defunct UPS. Payment shall be released by Head Offices (Hardware) on submission of Invoice with Branch certificate.
- b) Payment shall be released within 15 working days from the date of submission of GST compliant invoice along with work completion certificate duly signed by respective manager of location.

#### **1.7 PRICES AND TAXES**

- a. The quoted prices shall be exclusive of all taxes (Sales Tax & Central Sales Tax etc), VAT, duties and Service tax, Entry tax, Octroi, GST etc.
- b. Applicable taxes like TDS, if any will be deducted from the amount payable.
- c. Prices should be furnished item-wise with break-up of unit costs as per Commercial bid in Annexure A.
- d. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.

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- e. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
  - f. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
  - g. Bid shall be valid for a period of 90 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
  - h. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
  - i. Bids without signature of authorized signatory of the bidder will be summarily rejected.

### **1.8. RATE CONTRACT- TERMS AND CONDITIONS:**

- I.** Bank intends to enter into the Rate contract for repairing of UPSs as detailed under clause 1.3 (Table- A)– Number OF UPS as per Make / Model and Technical Specifications approved by the Bank from the awardees of the contract for supply to its Head Office, Regional offices, Branches and other offices located across ODISHA as per the terms and conditions stipulated below.
- II.** The approved rates shall be valid for a minimum period of two (2) year from the date of acceptance of the purchase order at the predetermined price, if not revised earlier.
- III.** The Rate Contract of the bidder shall be suspended and the bidder may be blacklisted forthwith by the Bank on finding deviation in work order, violation of the terms and conditions as stipulated in the RFQ.

### **1.9 EVALUATION OF BIDS AND AWARDING THE CONTRACT:**

#### **a) Evaluation of Bids :**

Bids will be opened and evaluated for awarding the contract. The Bank's evaluation of the bids will take into account the following factors.

- i) Status of Compliance of terms and conditions of clause 1.14 of this RFQ.
- ii) Submission of Bids strictly in the format specified in Annexure A to E of RFQ.

#### **b) Determination of L1 Bidder and Awarding of Contract:**

Bank will determine the L1 bidder through the bid submitted by the bidders:

- i) The L1 bidder will be determined based on the lowest UNIT PRICE QUOTED excluding taxes as per ANNEXURE - A.
- ii) Bank reserves the right to negotiate on the L1 price.
- iii) The Bank reserves the right to reject the L1 bid if it finds the same as higher than market standard.

- iv) If L2 and(or) L3 bidder(s) agrees to work on the price quoted by L1 bidder, than upto 60% of total work during a financial year will be awarded to the L2 or L3 bidder based on the availability of engineer in the work area. In such case, L1 bidder will get minimum of 40% of work during the same financial year.

## **2. GENERAL TERMS & CONDITIONS:**

### **2.1.1. SUBMISSION OF BIDS:**

Bidders have to submit their bid in Tender Box located at IT Department of Bank / by hand or through post on or before the time line stipulated vide clause 1.1 of the RFQ.

Bank will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, Bank will receive the bids up to the appointed time on the next working day. Extension / preponement of submission date and time will be at the sole discretion of the Bank.

**Bids submitted by any other means other than stated above will not be accepted by the Bank.**

### **2.1.2. SUBMISSION OF DOCUMENTS:**

**Bidder should submit the supporting documents in a sealed cover to the address notified in the clause 1.1 of the RFQ.**

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFQ, the bid will be rejected even if the same is not submitted.

The above documents in a sealed cover should be put in the tender box kept in the Information Technology Department of the Bank's Head Office, Bhubaneswar on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP or they may be handed over to any one of the officers of the Bank's Information Technology Department, Head Office, Bhubaneswar mentioned in clause 1.1 of the RFQ.

### **2.1.3. BID OPENING PROCESS:**

The bid submitted in Bank shall be opened in the presence of available authorized representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFQ.

The evaluation of bid and selection of L1 bidder shall be based on the criteria set out in Annexure A of this RFQ.

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**2.1.4. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.**

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

**2.1.5. ACCEPTANCE OF CONTRACT.**

Within 7 days (exclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank as a token of having accepted the terms and conditions of the Purchase Order.

**2.1.6. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the hardware within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank pursuant to clause 1.4(d) or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, hardware and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar hardware and related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

**2.1.7 LIMITATION OF LIABILITY:**

The liability of bidder under the scope of this RFQ is limited to the value of the relevant Order.

**2.1.8. COMPLIANCE TO LABOUR ACT:**

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, successful bidder shall submit a confirmation as per format provided in Annexure XV of the RFQ.

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**2.1.9. OTHER TERMS AND CONDITIONS**

- i) The Bank shall have the right to withhold any payment due to the Successful Bidder, in case of delays or defaults on the part of the Successful Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- ii) Successful Bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the Successful Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- iii) SUCCESS BIDDER (Successful Bidder) shall be responsible for managing the activities of its personnel and will be accountable for both. SUCCESS BIDDER shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- iv) SUCCESS BIDDER shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SUCCESS BIDDER and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- v) The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- vi) SUCCESS BIDDER shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc if any. SUCCESS BIDDER shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc associated in execution of the work awarded under this RFP, to work in the specified area and they should not move around at other places of premises without any specific reason.



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- vii) SUCCESS BIDDER or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
  - viii) SUCCESS BIDDER and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
  - ix) SUCCESS BIDDER shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
  - x) It is well defined and understood that the labour or any employee or technical resources of the SUCCESS BIDDER will have no right for claim of employment on the Bank.
  - xi) No extra claim shall be entertained on account of all the redo of work on account of SUCCESS BIDDER's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SUCCESS BIDDER.
  - xii) SUCCESS BIDDER shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
  - xiii) SUCCESS BIDDER shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
  - xiv) SUCCESS BIDDER should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc, if any.

**Bidder should submit Commercial Bid (Annexure A) along with Annexure B to E.**

**ANNEXURE – A****Format for Commercial Bid**

1. Name of Bidder :  
 2. Address of Corporate Office :

**TABLE -I Format for Rate Contract for category of UPSs: (3KVA) (Excluding Taxes)**

Sl No	Items of Work Order	Numeric	AVO	EMERSON	POWERZEN	APLAB	ACCENTA
1	PSDR/Mother Board Repairing /replacement (refurbish)						
2	Cost of new PSDR/ Mother Board						
3	Charger Card Rectification/ replacement (refurbish)						
4	Cost of new Charger Card						
5	Control Card Rectification/ replacement (refurbish)						
6	Cost of new Control Card						
7	DC Cooling Fan Replacement						
8	Service Charges Per Unit Per Closure of call						
8	TOTAL (A)						

**\*\* All price should be in INR (Indian Rupee).**

**\*\* Price should be provided for one unit.**

**Note:**

- 1) L1 will be determined on each category or type of UPS based on the Unit value.
- 2) One Bidder can bid for all category of UPS or for some category of UPS.
- 3) Individual Bidder will be selected for each category or type of UPS.

We certify that bid price quoted above is as per **Annexure-A** of the RFP No. RFP/ITD/010/2019-20 dated \_\_\_\_\_ and prices quoted are all in compliance with the terms indicated in the RFQ No. RFQ/ITD/010/2019-20 dated \_\_\_\_\_. We also confirm that we agree to all the terms and conditions mentioned in this RFQ No. RFQ/ITD/010/2019-20 dated \_\_\_\_\_.

**Authorized Signatory****Name and Designation****Office Seal****Place:****Date:**

We certify that the hardware items quoted above meet all the Technical specifications as per Annexure I of the RFP No. RFP/ITD/004/14-15 dated 04/02/2015 and prices quoted are all in compliance with the terms indicated in clause 1.12 of the RFP No. RFP/ITD/004/14-15 dated 04/02/2015. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/ITD/004/14-15 dated 04/02/2015.

**Authorized Signatory****Name and Designation****Office Seal****Place:****Date:**

**ANNEXURE-B**

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

**Dear Sir,  
UNDERTAKING OF AUTHENTICITY FOR UPS REPAIRING**

Dear Sir,

**Sub:** REPAIRING OF UPS ON CALL BASIS

**Ref:** Your RFP reference No: RFP No. RFP/ITD/010/19-20 dated \_\_\_\_\_

With reference to the repairing of UPS on call basis /quoted to you in response to the above RFQ, we hereby undertake that all the components / parts / assembly /Firmware/ software used in the hardware viz. UPS shall be original new components/parts/ assembly /Refurbish only, from respective Bidder of the products.

It will be our responsibility to repair the defunct UPS within a reasonable time. In case of default and we are unable to comply with above at the time of repairing of UPS on call basis, we agree to abide by the penalty clause as laid down by the RFQ.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

**ANNEXURE – C**

**LETTER OF UNDERTAKING**

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

Dear Madam/Sir,

1. We hereby confirm that we agree to all the RFQ terms and conditions of the RFQ No. \_\_\_\_\_ dated \_\_\_\_\_, its Annexure's, amendments made to the RFQ without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Yours faithfully,

For \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

**ANNEXURE -D**

**SELF DECLARATION – BLACKLISTING**

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

Dear Madam/Sir,

We hereby certify that, we have not been blacklisted/ de-empanelled by Odisha Gramya Bank or by any Central Government / PSU / Banking / Insurance company in India as on date of the RFP.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

**ANNEXURE -E**

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

Dear Madam/Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: Your Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_

We refer to your purchase order no. \_\_\_\_\_ Dated / Service Level Agreement awarding contract for \_\_\_\_\_.

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**