उत्तर विहार ग्रामीण बैंक प्रधान कार्याल्य, कलमबाग चौक, मुजफ्फरपुर, बिहार, २४२ ००१



Uttar Bihar Gramin Bank

HEAD OFFICE, KALAMBAGH CHOWK, MUZAFFARPUR, BIHAR, 842 001

(Sponsored By :: Central Bank of India)

2248141,2243088, 2267918 Fax::(0621)2243088, 2240103

Website :: www.ubgb.in

E-mail :: ubgb@ubgb.in

Date: 04.09.2021

HO/GAD/14/2021-22/439

UTTAR BIHAR GRAMIN BANK

REQUEST FOR PROPOSAL (RFP)

RATE CONTRACT OF VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SMF BATTERIES FOR BRANCHES & OFFICES OF UTTAR BIHAR GRAMIN BANK, HEAD OFFICE, MUZAFFARPUR

FOR

OFFICE/BRANCHES UNDER UTTAR BIHAR GRAMIN BANK, HEAD OFFICE,
MUZAFFARPUR

Bid Period:

04.09.2021 to 28.09.2021

BID Submission Details

Bid Details

Rate Contract for Procurement of SMF Batteries for various branches and offices of Uttar Bihar Gramin Bank, Head Office Muzaffarpur.

Start date

04.09.2021

Last date & time for seeking clarification from us on the terms & conditions of the RFP

10.09.2021 3:00 PM

Last date & time for Receipt Of BID Document

28.09.2021, 3:00 PM

Date and Time of BID Opening

28.09.2021, 3:30 PM

Place of Opening of BID

Temporary Address: Uttar Bihar Gramin Bank, Head Office, Sharma Complex, Kalambagh Chowk, Muzaffarpur 842001

E-mail: smgad@ubgb.in

Address for communication

Temporary Address: Uttar Bihar Gramin Bank, Head Office, Sharma Complex, Kalambagh Chowk, Muzaffarpur 842001

EMD

Rs.225000/- in form of Demand Draft in favour of Uttar Bihar Gramin Bank payable at Muzaffarpur.

Cost of Document

Rs. 3500/- in form of Demand Draft in favour of Uttar Bihar Gramin Bank payable at Muzaffarpur.

Items Required

42AH/65AH/100AH SMF Battery under Buyback Scheme

Contact to Bidders

Interested participants are requested to send the email to smgad@ubgb.in containing following information, so that in case of any clarification same may be issued to them. Name of Company, Contact Person, Mailing address with Pin Code, Telephone No., Fax No., Email Address, Mobile No. etc.

NOTE: Cost of Tender Document is Rs. 3500/-. This document can be downloaded from bank's website www.ubgb.in. Vendor should pay the cost of the Tender Document by way of Non-Refundable Demand Draft drawn on a scheduled bank in favour of Uttar Bihar Gramin Bank for Rs. 3500/- payable at Muzaffarpur.

1. Title of Proposal

Rate Contract for Procurement of SMF Batteries for various branches & offices of Uttar Bihar Gramin Bank in 18 operational districts of Bihar State.

2. Objective of the Proposal

Rate Contract of Vendors for Procurement of SMF Batteries of specified capacity and configuration for the branches /offices of Uttar Bihar Gramin Bank in 18 operational districts of Bihar State.

3. Scope of Work

Bank will float Limited Tender among the vendors for Supply (under buyback) and installation of 12V-42AH/65AH/100AH SMF batteries and make UPS system operational on the new battery bank. Selected L1 vendor would be required to supply, install and maintain the SMF batteries as per terms of RFP. SMF batteries are to be under warranty for TWO (2) years. Providing service and onsite support during warranty period without any extra cost to the Bank.

4. Eligibility Criteria

The Original Equipment Manufacturer (OEM) of batteries or their authorized representatives/vendors are eligible to participate in the tender. In case of Authorized representatives, they must submit dealer certificate/sale certificate/distribution certificate or authorization letter from OEM to supply batteries.

The bidder must have supplied 100 numbers of SMF (minimum 12 V-42AH/ 65AH/100AH) batteries as a part of UPS system for Branches/Offices during the last three years. A proof to this effect must be attached with the technical offer.

The annual turnover of the bidder from battery business should be more than Rs. 1.00 Crores yearly, during the past 3 years and bidder should be in operating profit during last 3 years. Vendor must comply with the above mentioned criteria. Non-compliance of the criteria will entail rejection of the offer. Relevant documents / certificates (recent) should be submitted as proof in support of the claims made for 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.

The companies or firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs) due to lack of support/services, poor Hardware quality and malpractices. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs as on date of submission of the tender, otherwise their bid will not be considered.

The company or firm must have ISO 9001 Certification.

5. <u>Empanelment Procedure</u>

- a. Vendors satisfying the eligibility criteria will be shortlisted and will be empanelled with the Bank after due scrutiny of documents submitted by the bidder.
- b. Rate Contract/ Agreement of Batteries is for Bihar state (covering 18 Districts namely Araria, Kishanganj, West Champaran, Saran, Darbhanga, Gopalganj, Hajipur, Madhubani, Motihari, Muzaffarpur, Purnea, Katihar, Saharsa, Supaul, Madhepura, Sitamarhi, Sheohar & Siwan).
- c. Rate Contract/ Agreement will be valid for Two Years or till the completion of next Rate Contract process, whichever is earlier.

6. Quality Standards

Uttar Bihar Gramin Bank is looking for well-proven branded products. The product offered should not be more than 3 months old from the date of manufacture mentioned on the batteries. The products quoted should be associated with specific model names.

7. Coordination with the UPS Vendor for Installation:

The battery vendor should install the battery bank properly in coordination with the UPS vendor to ensure proper installation.

8. Type of Bidding

The offer will be in two parts; Technical & Commercial. Both the parts must be submitted at the same time but in separate sealed covers, giving full particulars, addressed to the The General Manager, Uttar Bihar Gramin Bank, Head Office, Sharma Complex, Muzaffarpur, Bihar, 842001 and duly superscribed "Technical Offer for Rate Contract for SMF Batteries" and "Commercial Offer for Rate Contract for SMF Batteries". These covers should also indicate name and address of the bidder submitting the offers.

The offers should either be hand delivered or dropped in the Tender box at the given address on or before 28.09.2021 by 3:00 P.M.

9. Technical Offer (TO)

The Technical offer (TO) should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However TO should confirm that all required rates have been quoted in Commercial Offer (CO), without showing the actual amounts in the TO.

It is mandatory to submit the technical details in the prescribed pro-forma (Annexure-B) duly filled in, along with your offer. The Bank, at its discretion, may not evaluate a TO in case of non-submission or partial submission of technical details.

The TO must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.

The TO should comprise of following:

- 1. Covering letter on the prescribed format as per Annexure-A.
- 2. Compliance to Technical Specifications given in Annexure-B.
- 3. Photocopy of complete commercial offer (Annexure C) without indicating the prices.
- 4. Vendor information as per annexure-D.
- 5. List of Vendor's major customers as per annexure-E.
- 6. Details of Service Centers as per annexure-F.
- 7. Documentation (Product Brochures, leaflets, manuals, etc), if any, filed separately.
- 8. In case of Authorized business partner of OEM (SMF batteries), letter of authorization from OEM should be attached.

All the annexure and unpriced bill of material should be submitted duly signed with seal of the company.

10. Commercial Offer (CO)

The Commercial Offer (CO) will give all relevant price information and will quote prices only in Indian Rupees. The CO should not contradict the TO in any manner. The CO should comprise Commercial Version of Bill of Material as per Annexure-C. This must contain all price information.

11. Payment Terms

All the payment will be released after successful installation. No extra charges will be paid for installation or for any reason whatsoever.

The terms of payment for hardware will be as follows:

- No advance payment against purchase order.
- 100% of the value of the equipment will be paid after delivery and completion of installation at
 the site. The payment will be made against delivery challans, invoices and installation reports
 duly counter signed by the Bank officials.

12. Order Cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situation:

- 1) Delay in delivery/installation/commissioning of Batteries beyond the specified period.
- 2) Any discrepancy found in batteries supplied.

The vendor shall be fully responsible for the manufacturer's warranty in respect of proper supply of batteries of same specification as per the batteries ordered. At the time of supply the batteries must be fully charged and they should not be more than 6 (six) months old from the date of manufacture mentioned on the batteries. During the warranty period, vendor has to replace all weak and faulty batteries and install them properly at respective site, at no charge to the Bank.

13. Liquidated Damages

Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% of the cost of equipment per week will be charged for every week's delay in delivery of the equipment beyond the specified delivery period subject to a maximum of 5%. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Part of week will be treated as a week for this purpose.

14. Erasures or Alterations

Technical details and commercial quotes must be completely filled up. The corrections or alterations, if any should be authenticated. In the case of the Corrections/ alteration not properly authenticated, the offer will be liable for rejection. In case there are any arithmetical errors in the final commercial offer, the Bank is free to accept or reject any /all such offer (s).

15. Opening of Offers

Technical Offers will be opened on2021 at 3:30 P.M. The representative of the vendor can be present for the opening of the Technical Offers. No separate intimation will be given in this regard to the vendors, for deputing their representatives.

16. No Commitment to Accept Lowest or Any Tender

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

The Bank reserves the right to make any changes in the terms and condition of purchase.

17. Offer validity period

The prices finalized shall remain valid for a period of 24 months from the date of approval.

18. Modification and withdrawal of offers

The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the closing date. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

19. Delivery location

The batteries are to be delivered & installed at various branches falling under 14 Regional Offices (18 operational districts) as per requirement.

The Bank reserves the right to make changes in the location specified, before delivery of the items.

20. Price Composition

The price quoted should be only in Indian rupees all cost should be given in figures and words, and inclusive of following:

- Cost of the equipment.
- All taxes (including sales tax, service tax etc.), duties, levies.
- Installation and commissioning charges, if any.
- Minimum two years comprehensive onsite warranty and maintenance for SMF batteries covering all components, services, and visits to the concerned offices.
- Transportation and Forwarding charges to respective site.
- Charges for removing and shifting old batteries offered under buy back.
- Insurance to cover the equipment from transit period till installation.

The vendors should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

21. No Price Variations

The commercial offer shall be on a fixed price basis. No upward revision in the price would be considered on account of subsequent increases in customs duty, excise tax, sales tax, etc. Moreover, if there is any reduction on account of government levies/taxes, during the offer validity period, the same shall be passed on to the Bank. However any change in the service tax and or any such type of tax will be to the account of Bank.

22. Billing

The billing should be done as per the purchase order issued to the vendor.

23. Evaluation Process

- a. Offers will be evaluated against the stipulated minimum eligibility criteria. Incomplete offers or offers not complying with the eligibility criteria or without Bid security or Document fees will be rejected summarily.
- b. A technical evaluation will be carried out of proposal of the eligible Vendors on the parameters as mentioned in Annexure C. right to reject offer Bank reserves the in any of the following circumstances:

- i. If offer is incomplete and/or not accompanied by all stipulated documents.
- ii.If the offer is not in conformity with the terms and conditions stipulated in this document and letter as per Annexure A is not submitted.
- iii.If compliance sheet as per Annexure-B is not filled up completely.
- iv.If any of the specifications stipulated in Annexure B is not met. However, deviations resulting in higher/superior configuration will be accepted.
 - c.Opening and normalization of commercial offer of the short-listed vendor(s).

24. Right to Alter Quantities

The Bank will be free to either reduce or increase the quantity to be purchased on the same terms and conditions. The Bank reserves the right to alter quantities.

25. Availability of Spares

The product offered should be available for at least 3-4 years after delivery.

26. Warranty

The offer must include comprehensive on-site warranty of minimum 2 years in SMF from the date of installation and commissioning of the equipments.

Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Vendor must warrant all batteries, against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the batteries and repair/replace all the defective batteries / components at the installed site, at no additional charge to the Bank.

27. Product Guarantees

Vendor should give an undertaking on their letter head confirming that the equipment delivered to the Bank is brand new and the serial numbers of batteries are in one series / lot. This undertaking is to be signed by a Director or Head of Marketing of the Company. The vendor should provide the list (with soft copy) giving serial numbers of the batteries supplied.

28. Battery Maintenance

The Bidder will assume total responsibility for the fault free operation of the Battery and maintenance during the warranty for the period of 2 Years of SMF batteries. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that the Batteries execute without defect or interruption for at least 100% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. If the service support is less than 24*7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.

During the warranty period, the vendor should undertake to provide the Bank, free maintenance service (which will include maintenance of all batteries as and when required) from the date of installation.

29. Maintenance Standards Expected & Penalty

The vendor should ensure that the Batteries reported faulty / weak on any day is set right on

the same day and in no case later than 1 day from the time of reporting. The vendor should provide replacement or service batteries within the stipulated period. In case of delay in replacement beyond 2 days, a penalty @ Rs. 200.00 per day will be levied / recovered from payments /by invoking BG during warranty period or from any other amount to be released by the bank, subject to maximum 10% of the quarterly AMC amount.

30. Clarification

31. Force Majeure

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

32. Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for 1) IP infringement indemnity; 2) bodily injury (including death) and damage to real property and tangible personal property caused by vendor's gross negligence. For the purpose of this section, Contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

33. Submission of Bids

The bidders shall duly seal the each envelope. The bid should be addressed to purchaser at the following address:-

General Manager Uttar Bihar Gramin Bank Head Office, Sharma Complex Kalambagh Chowk, Muzaffarpur Bihar - 842001

34. CONTACTING THE BANK

Any effort by a bidder to influence the Bank in evaluation of the Bank's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will

be final and without prejudice and will be binding on all parties.

35. BANKS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to accept or reject any technology proposed by the vendor. The Bank reserves the right to select more than one vendor keeping in view its large requirements.

36. SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into an empanelment contract with UBGB, within 7 days of the notification of empanelment or within such extended period as may be specified by Uttar Bihar Gramin Bank, Head Office, Sharma Complex, Kalambagh Chowk, Muzaffarpur, Bihar, 842001, on the basis of the Tender Documents, the Tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

37. GOVERNING LAWS, RESOLUTION AND DISPUTES.

- a. "All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Sole Arbitrator to be appointed by Uttar Bihar Gramin Bank, upon after issuance of 15 (fifteen) days notice in writing to the other party clearly stated therein the specific dispute/s. The Arbitration proceedings conducted in accordance with the provisions of The Arbitration & Conciliation Act, 1996, as amended up to date or any other legislation for the time being in force. The place and seat of Arbitration shall be in Muzaffarpur and shall be conducted in English language. Further, parties shall equally bear the costs, fee, etc of Sole Arbitrator".
- b. This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in Muzaffarpur.

38. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Supplier in Bid document or otherwise except for purposes of performing contract.

39. ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

40. INDEMNITY

Vendor agrees to indemnify and hereby keep the Bank indemnified against all claims, losses, damages, cost, expenses which Bank may suffer or incur on account of any acts of omission or commission, negligence, fraud, default or misconduct, breach of duties and obligations, breach of covenants, breach of representations and warranties, breach of confidentiality, on the part of vendor or on the part of its employees, agents,

constituents for their respective duties or obligations in terms of this Arrangement.

41. **CONFIDENTIALITY**

The vendor agrees to maintain confidentiality and secrecy of all information received by them and / or their personnel, employees, staff, agents, representatives, tangible or intangible, either directly or in the course of dealing with each other and or its employees and / or its clients. The Vendor further undertake to utilize such information only for the normal course of business purposes of this Agreement/RFP and not for any other purpose, or which may prove detrimental to the interest of the Parties and /or its employees and / or its clients.

General Manager

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ANNEXURE- A

ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the bank on the vendor's letterhead)

To

General Manager Uttar Bihar Gramin Bank Head Office, Sharma Complex Kalambagh Chowk, Muzaffarpur Bihar - 842001

Dear Sir,

Sub: Rate Contract Proposal for 42AH/65AH/100AH SMF Batteries

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for supply of equipment as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We hereby undertake that the equipment to be delivered to the Bank will be brand new including all components.

The compliance sheet (as per Annexure-B), unpriced bill of material and Calculation Sheet for battery backup, all duly filled in and signed, are enclosed.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the

firm) Date:

Annexure - B

TECHNICAL SPECIFICATIONS

SI. No.	DESCRIPTION	OUR REQUIRED SPECIFICATION	GIVE YOUR SPECIFICATION	
			(Also confirm complied Yes/No)	
1.	Vendor name			
2.	Model Reference			
3.	Battery (ISO 9001-2000)			
a)	Type of battery			
b)	Capacity of Battery (AH)	42AH/65AH/100AH		
d) .	D C Bus voltage	Please specify.		
g)	Charging time			
h)	Make of Battery	Exide/AMARON QUANTA		

Note:

- Bank may ask battery vendor to carry out battery testing during the warranty period. In case battery is found weak / faulty, the vendor will be solely responsible for replacement of such faulty batteries without any extra cost to the Bank.
- Vendor must give details of testing tools, to carryout battery testing, available with them.

Annexure - C (Commercial Offer)

BILL OF MATERIAL AND PRICE SCHEDULE

					(Amount in	Rupees)
Sr No	Description	Unit Price	Taxes per unit	Unit price with taxes	Buy-back (Battery of any make)	Total price of batteries
(A)	(B)	(C)	(D)	(E) = (C+D)	(F)	(G) =(E-F)
1	Supply and installation, Testing and commissioning of sealed maintenance free 12 V 42 AH Lead Acid batteries, using existing connector link in existing battery racks.					
2	Supply and installation, Testing and commissioning of sealed maintenance free 12 V 65 AH Lead Acid batteries, using existing connector link in existing battery racks.					
3	Supply and installation, Testing and commissioning of sealed maintenance free 12 V 100 AH Lead Acid batteries, using existing connector link in existing battery					

- Unit prices of battery as well as TCO must be quoted in WORDS AND FIGURES.
 The Total cost includes all taxes, duties and levies, Service tax on other charges

(Battery testing charges), if applicable.

- 3. In case of any discrepancy, unit prices quoted in words will be considered for computation of TCO.
- 4. Cost comparison will be on the basis of total cost of ownership calculated as explained above.
- 5. In case there is any change (increase / decrease) in the Service Tax structure during the period of AMC, the same will be reimbursed / adjusted by the bank.
- 6. Vendor need to carry out battery testing during warranty period without any extra cost to the Bank.

Authorized Signatories

(Name & Designation, seal of the firm) Date:

Vendor information

- 1. Name of the organization:
- 2. Address:
- 3. Years of establishment:
- 4. Status of the firm:-

(Whether company/Firm/Proprietary)

5. Yearly Turnover (Attached List):-

2018-19:

2019-20:

2020-21:

- 6. Operating Profit (Last Three Years):-
 - 2018-19:

2019-20:

2020-21:

7. GST Number.

Also furnish copy of GST certificate.

- 8. Track record for major supply of product /goods With various organizations.
- 9. Details of Testing Tools available:

(Wherever applicable submit documentary evidence to facilitate verification)

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Signature of the Authorized Signatory with Date & Seal

Annexure E

LIST OF APPLICANT'S MAJOR CUSTOMERS

SI No.	Name & Postal Address of the Customer	Name, Designation, Telephone, Fax, e- mail address of the Contact Person (Customer)	Nature and Description Quantity of Goods ordered by the customer during last 3 years	Value of Goods ordered in last 3 years	Whether reference Letter enclosed *
2)					

^{*(}Enclose necessary documentary proof)

Signature of the Authorized Signatory with Date & Seal

Annexure F

DETAILS OF SERVICE CENTRES IN BIHAR STATE FOR 18 OPERATIONAL DISTRICTS

S no.	District	Address of Service Centre	Whether Service Support Through Franchisee available (Yes/No), If Yes, please provide the address

Signature of the Authorized Signatory with Date & Seal