



Request for Proposal (RFP)
For
Empanelment of Vendor for Supply, Installation &
Commissioning of UPS Batteries

Allahabad UP Gramin Bank,
Head Office, "D.M.COLONY"
CIVIL LINES
BANDA - 210001

RFP Reference No. AUPGB:02:IT:2016-2017

Date: 06/04/2016



[A] Important Dates:

| | | |
|----|--|---|
| 1. | Issuance of RFP Document by Bank from | 06/04/2016 |
| 2 | Pre-Bid Meeting | 02/05/2016 at 3.00 PM in our office Allahabad UP Gramin Bank, Head Office, D.M.Colony, Banda |
| 3 | Opening of Technical Bid | 09/05/2016 at 3 PM in our office at above address |

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- 1. Bank, AUPGB means "Allahabad UP Gramin Bank".**
- 2. RFP means this "RFP document"**
- 3. Recipient, Respondent and Bidder means "Respondent to the RFP document".**
- 4. OEMs means "Original Equipment Manufacturers"**
- 5. Tender means RFP response documents prepared by the bidder and submitted to Allahabad UP Gramin Bank**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Allahabad UP Gramin Bank expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. in the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



Confidentiality

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Section – I

1. Allahabad UP Gramin Bank

Allahabad UP Gramin Bank is one of the largest Regional Rural banks in Uttar Pradesh with a branch network of over 650+branches in Uttar Pradesh, distributed in 11 Districts

2. Introduction and Disclaimer

Allahabad UP Gramin Bank intends to have rate contract for supply, installation and Commissioning of batteries under buy back for various branches under 10 Regional Offices for 2 KVA UPS, 3 KVA UPS,6KVA UPS etc.. Three technically qualified Vendors i.e. L1, L2 & L3 will be selected for the rate contract for a period of One year from the date of issue of offer letter to the empaneled vendors. L2 and L3 bidder has to match the price of L1. If L2 or L3 do not agree Bank reserves the right to any other technically qualified vendors who are ready to match the commercial with **L1 Bidder**. In this connection Sealed Tender is invited from the OEM or Authorized dealer/supplier, of Batteries at various Regional Offices, as per the specifications/Requirement mentioned below.

| S. No. | Specification |
|---------------|--------------------------------|
| 1 | 26AH 12V, SMF Battery |
| 2 | 42AH 12V, SMF Battery |
| 3 | 65 AH 12V,SMF Battery |
| 4 | 75 AH 12V,SMF Battery |
| 5 | 100 AH 12V, SMF Battery |
| 6 | 120 AH 12V,SMF Battery |

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.



3. Make/Model: Quanta/Exide/Panasonic/Amaron/Hitachi.

4. Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

5. Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

6. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("**Losses**") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the **Losses** arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

7. Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.



8. Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

9. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

10. Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.



Section - II

1. Existing Setup

Allahabad UP Gramin Bank, with network of over 650+ branches spread across Ten Regions situated in District Jalaun, Mahoba, Hamirpur, Banda, Mirzapur, Chitrakoot, Sitapur, Baharaich, Shravasti, & Lakhimpur in State of UP.

2. Requirements

Allahabad UP Gramin Bank desires empanelment of vendors for supply installation, Maintenance and commissioning of BATTERIES Battery systems in its branches / offices in UP.

Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned under Section -IV and also in a position to comply the technical specification of BATTERIES System as mentioned in Annexure – F.

Apart from the above the bidder must also agree to all our terms & conditions mentioned under **Section – V**



Section - III

1. Project & Objective:

Allahabad UP Gramin Bank desires empanelment of vendor for supply, installation and commissioning of BATTERIES systems in branches / Offices in state of Uttar Pradesh under Bank.

2. Scope of work & delivery of service

Bank will award the contract to the Bidder for a period of one year i.e. from 01.04.2016 to 31.03.2017 and the Bidder should deliver the service with the following scope

1. Bidder should be capable of providing all the equipments that are specified under the Technical Specifications Annexure-F.
2. Vendor needs to have a co-ordination with the existing UPS vendor for integrating with present system of the branches to function smoothly.
3. Bank desire to procure BATTERIES systems for the branches/admin offices at various districts in the Bank, hence the selected vendor should work seamlessly throughout Bank.



Section - IV

Eligibility Criteria:

Eligibility Criteria for Selection of vendor for supply, installation and commissioning of BATTERIES Batteries systems

| S.No | Eligibility Criteria | Supporting documents |
|------|---|---|
| 1.A | <p>Interested Original Equipment Manufacturers (OEMs)/ Principal BATTERIES vendors are required to submit their Technical offer</p> <ul style="list-style-type: none">▪ Should be in Core BATTERIES Business, at least for a period of last three years .▪ Should have made Net Profits during last three financial years.▪ ISO 9001 & 14001 certification for manufacturing facility from where the equipments will originate.▪ Minimum turnover out of Indian operations should be not less than 3 crores from BATTERIES alone as per last 2 years audited financial statement.▪ Should have direct support offices at Allahabad, Kanpur, Lucknow and Varanasi. (UP States)▪ Preference will be given to Vendor having more support centres at the discretion of the bank▪ No generic call centre or telephonic support is accepted. No Franchisee support is acceptable to the bank either | <p>A self-certified letter in compliance of the Terms & conditions,</p> <p>Copy of the last three years audited financial statements (2012-13,2013-14 & 2014-15)</p> <p>Copy of ISO certification</p> <p>A self-certified letter in compliance</p> <p>Detailed address of support offices.</p> |



| | | |
|------------|---|---|
| <p>1.B</p> | <p>The OEM / Principal BATTERIES vendor satisfying the above conditions under Sr. No 1.A, may also submit through a Partner.</p> <p>In such cases the partner</p> <ul style="list-style-type: none"> ▪ Should be in supply and support business BATTERIES at least for a period of last three years. ▪ Should have made Net Profits during last three financial years. ▪ Copy of ISO 9001 & 14001 certification of the products manufacturing facility from where the equipments will originate. ▪ Minimum turnover out of Indian operations should be not less than 1 crores from BATTERIES for last three years as per the audited financial statement. ▪ Should have direct support office in Allahabad, Kanpur, Lucknow and Varanasi. (UP States) ▪ No generic call centre or telephonic support is accepted. No Franchisee support is acceptable to the bank either <p>Letter from OEM regarding the unconditional acceptance of terms and condition related to support for their products during warranty period if vendor fails to do so</p> | <p>Same as above to be provided for OEM & Partner.</p> <p>A self-certified letter in compliance of the Terms & conditions</p> <p>Copy of the last three years audited financial statements</p> <p>Copy of ISO certification</p> <p>A self-certified letter in compliance</p> <p>Detailed address of support offices</p> <p>Unconditional acceptance Letter from OEM is mandatory</p> |
| <p>1.C</p> | <p>The OEM / Partner should have technically qualified engineers who have expertise and certification to support the installations of BATTERIES Systems.</p> <p>The principal vendor will be required to provide a letter of Authorization to the partner for submitting the offer on behalf of the principal.</p> <p>The Engineers at the support offices should be provided with a cell and the support/branch offices should have telephone/fax with local email facility.</p> | <p>Self certified letter certifying - having technically qualified engineers in UP State.</p> <p>Letter of Authorization from OEM</p> <p>Details to be provided along with the support / branch offices as asked for against in UP State.</p> |



| | | |
|---|--|---|
| 2 | While a call centre is acceptable for logging support requirements, support must be provided on site by a qualified engineer as stated above. | A self-certified letter to be submitted |
| 3 | OEM/ Partner should have supplied & supported not less than 500 BATTERIES Systems of similar configuration at various locations/offices of PSUs preferably banks/financial institutions having a large branch network geographically spread across the country | A self-certified letter along with details of PSU's (like name of bank/financial institutions, contact person, telephone number) and the locations where the BATTERIES are supplied and supported |
| 4 | OEM/Partner should facilitate for billing in Point No.2 | A self-certified letter to be submitted. |
| 5 | Banking is 24 hours service oriented sector and hence any technical problem should be resolved within maximum of 24 hours of call reported which includes time for procuring/replacing Batteries also. | A self-certified letter to be submitted. |
| 6 | Should be able to deliver, install and commission the BATTERIES Systems within 72 hours from the date of purchase order. For late delivery the LD clause would be applicable @1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 5%. | A self-certified letter to be submitted for meeting the delivery schedule and accepting the LD clause along with a copy of the respective OEM's confirming to adhere the delivery schedules. |

Please note that all the documents requested should be arrange in the same order as mentioned in the Checklist.

Please note that any response which does not provide any / all of the above information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

For any further clarifications you may contact the following officers:

Name: Mr. **Arun Kumar Agrawal / Mr. Ravindra Kumar**
Phone No: **05192-220109, 221096**
Email:
isad.augb@gmail.com



Section - V

**TERMS & CONDITIONS FOR THE SELECTION OF VENDOR FOR SUPPLY,
INSATALLATION AND COMMISSIONING OF BATTERIES SYSTEMS**

GENERAL TERMS

The terms and conditions presented are indicative in nature and not exhaustive. Bidders should note that these conditions and the responses are expected to form the basis of the contract between Allahabad UP Gramin Bank (Allahabad UP Gramin Bank) and the Bidder.

1. Information Provided

The TENDER document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Allahabad UP Gramin Bank in relation to the provision of services. Neither Allahabad UP Gramin Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this TENDER document. Neither Allahabad UP Gramin Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the TENDER document.

2. For Respondent Only

The TENDER document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organisation

3. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Allahabad UP Gramin Bank, will be borne entirely and exclusively by the Recipient / Respondent.

4. Errors and Omissions:

Each Recipient should notify Allahabad UP Gramin Bank of any error, omission, or discrepancy found in this tender document or seek any clarification on the TENDER document or part thereof not later than five business days prior to the last date for submission of bids.

5. Standards:

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.



6. Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

7. Formats of Bids:

The bidders should use the formats prescribed by the Bank in the TENDER for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

8. Timeframe

The following is an indicative timeframe for the overall selection process. Allahabad UP Gramin Bank reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

| | |
|------------------------------------|----------------------------------|
| Tender Issuance Date | 11/04/2016 |
| Pre-Bid Meeting | 02/05/2016 at 3 P.M. Last |
| Date for submission of bids | 09/05/2016 at 2 P. M. |
| Technical Bid Opening | 09/05/2016 at 3 P.M. |

9. Submission of Tender:

The Tender documents should be submitted in two envelop i.e. Technical & Financial

Each Set should contain one copy of Technical Tender and one copy of Commercial Bid (to be kept in **separate** sealed envelopes) super scribing as under:

"Technical proposal for the selection of Vendor for supply, installation and commissioning of BATTERIES"

"Commercial proposal for the selection of Vendor for supply, installation and commissioning of BATTERIES"

Copy of masked commercial bid should be enclosed with technical bid.

Only one make/model, which meets the specification, needs to be quoted in the tender. If it is found that the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the whole tender submitted by the bidder is liable to be rejected.

Only one submission of response to tender by each bidder will be permitted

Format for Technical specification of BATTERIES Systems are enclosed as **Annexure-F**



Mere response to the tender will not entitle nor confer any right on the Bidders . The bidders shall submit the proposals properly filed so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as " Page (current page) of _____(Total pages)" and be signed by authorized signatory (except literatures, datasheets and brochures). The current page number should be a unique running serial number across the entire proposal.

In case of delay or non-delivery of tenders for any reason, Bank will not assume any responsibility. supply/sale to the bank

10. Compliance to bank's all terms and conditions:

Bidder has to submit a letter of undertaking along with the Tender that they will abide by all the terms and conditions stated in our Tender

The OEM / Principal, BATTERIES Vendor will have the responsibility of the equipment's supplied through the partner and should take the responsibility in case of any sales / service support issue arises at any point of time for which Separate under taking is to be obtained from the OEM of BATTERIES and enclosed with technical tender document

The Bidder should be in a position to supply the BATTERIES as per the requirement of **branches/offices of Allahabad UP Gramin Bank in UP State.**

The Bank will have the right to decide on the **Battery VAH** and the quantity thereof to be ordered.

11.Late Tender submission policy:

Tenders lodged after the deadline for lodgment of Tenders will not be considered at the absolute discretion of Allahabad UP Gramin Bank. It should be clearly noted that Allahabad UP Gramin Bank has no obligation to accept or act on any reason for a late submitted response to tender.

Allahabad UP Gramin Bank has no liability to any person who lodges a late Tender for any reason whatsoever.

12. Validity of Tender:

The Tender will remain valid and open for evaluation according to the terms for a period of at least Three (3) months from the date the tender submission date closes.

13.Request for Information:

Recipients are required to direct all communications related to this tender, through the Nominated Point of Contact person i.e. The General Manager, Allahabad UP Gramin Bank, **D.M.Colony , Civil Lines,Banda 210 001**

All queries relating to the tender, technical or otherwise must be in writing only to the Nominated Point of Contact.



Allahabad UP Gramin Bank will not answer any communication initiated by Bidder later than five business days prior to the due date for lodgment of tender. However, Allahabad UP Gramin Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the tender closes and all such information and material provided must be taken to form part of that tender.

Bidder should invariably provide details of their email address(es) as responses to queries will only be provided to the Bidder via e-mail.

If bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then bank reserves the right to communicate such response to all Bidders participating in the tender.

Allahabad UP Gramin Bank may in its absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the tender closes to improve or clarify any response.

14. Evaluation of Tender

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria as given under **Section - IV**. The Technical Proposal will be evaluated for technical suitability.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof.

The bank's decision will be final & bank will not entertain any correspondence in this regard.

15. Validity of Empanelment period:

The Empanelment Contract with selected vendors will be valid for a period of One Year from 01/06/2016 to 31/05/2016 as an approved vendor for supply, installation, Maintenance and commissioning of BATTERIES Systems to the Bank. Empanelled vendors will submit the commercial rates for batteries. L1 and L2 / L3 etc who agree to supply batteries at the rate quoted by L1 may be given order for supply of batteries.



16. Notification

Allahabad UP Gramin Bank will notify the Respondents as soon as practicable about the outcome of the TENDER evaluation process, including whether the Respondent's TENDER response has been accepted or rejected. Allahabad UP Gramin Bank is not obliged to provide any reasons for any such acceptance or rejection.

17. Authorised signatory:

The selected Bidder shall indicate the authorized signatories with contact details who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected Bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

18. Allahabad UP Gramin Bank reserves the right to:

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of the tender
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder(s) /others, in any form.
- Cancel the tender at any stage, without assigning any reason whatsoever

19. Cancellation of contract and compensation:

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances. The Bank would provide 30 days notice to rectify any breach/ unsatisfactory performance:

- I. The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- II. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- III. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- IV. If the delivery of Batteries & Batteries delayed by more than 24 hours from the due date of delivery / If deductions on account of liquidated Damages exceeds more than 5% of the total contract value.
- V. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions
- VI. An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.



20. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Allahabad UP Gramin Bank until execution of a contractual agreement.

21. Disqualification:

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

22. Force Majeure:

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

23. Arbitration:

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bank and Bidder will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

24. Indemnity:

The Bidder shall indemnify, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder and the Bidder also indemnifies the Bank for the same in respect of the hardware supplied by him by executing an instrument to the effect on a Non-Judicial stamp paper that Bank may sustain on account of violation of patent, trademarks etc. by the Bidders.

25. Confidentiality:

The Bidder shall keep confidential any information obtained under the contract and shall not divulge the same to any other person without consent in writing by Allahabad UP Gramin Bank. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by Allahabad UP Gramin Bank. Further, Allahabad UP Gramin Bank shall have right to regulate Bidder staff.



26. Publicity:

The Bidder shall not advertise or publicly announce that he is undertaking work for Allahabad UP Gramin Bank without written consent of Bank. In case of non-compliance of this clause the Bidder will be debarred for participating any future tender / contract for a period of three years.

27. Variation:

Allahabad UP Gramin Bank may at any time during the contract require the Bidder to revise the Equipment, Services or Supplies including Completion Date. In an event of such nature, Allahabad UP Gramin Bank will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request.

28. Applicable Law and Jurisdiction of Court:

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at **Banda** (with the exclusion of all other Courts).

29. Disclaimer:

Subject to any law to the contrary, and to the maximum extent permitted by law, Allahabad UP Gramin Bank and its directors, officers, employees, contractors, agents, and advisers disclaim all liability from any loss claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any presumptions/ information (whether oral or written and whether express or implied information, including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the losses or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Allahabad UP Gramin Bank or any of its directors, officers, employees, contractors, agents, or advisers.



Commercial Terms & Conditions

1. Earnest Money Deposit (EMD):

Earnest Money Deposit of Rs. **25,000.00** (Rupees **Twenty five thousand only**) has to be submitted by way of Demand Draft / Banker's Cheque / Pay Order drawn in favour of "Allahabad UP Gramin Bank" payable at Lucknow or by Bank Guarantee of any Public Sector bank other than Allahabad UP Gramin Bank. Earnest Money Deposit will not carry any interest. The Earnest Money Deposit of unsuccessful bidders will be refunded while intimating the rejection of the bid. The Earnest Money Deposit of the successful bidder will be refunded one month after successful installation and commissioning of last such purchase order or one month after the 30.06.2015, whichever is later.

Earnest Money Deposit should be kept in a separate sealed envelope and to be delivered along with the TENDER responses.

The Earnest Money Deposit will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank
- The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this TENDER.
- The bidder violates any of the provisions of the terms and conditions of this TENDER specification

Earnest Money Deposit will be refunded for the unsuccessful bidders within two weeks from the date of issue Letter or Indent (LOI) to the successful bidder.

2. Submission of commercial quotes:

Commercial quote should be submitted as per format of **Annexure- C** on sealed envelope

Price should be exclusive of all taxes, duties, levies except Octroi /entry tax which will be payable on actual on production of original receipt.

3. Evaluation of Commercial quotes:

L1 (Lowest Bidder) will be arrived on the basis of - 2 - (Two) Years TCO (i.e. Price of battery with 2 Years Warranty).

4. Place of Order

Our office (H.O. / Regional Office) will place the orders and delivery will be at our Branches / offices **in State of UP under EUP Zone**. Bidder shall make necessary arrangements for processing the purchase orders, **including Road Permit and any other requirement.**



5. Transportation and Insurance:

All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Bidder till the acceptance of the Batteries by Bank. The Bidders should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

6. Pre-shipment Inspections:

Allahabad UP Gramin Bank reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Allahabad UP Gramin Bank's personnel may have to visit the factory site at the Bank's cost.

7. Delivery:

BATTERIES should be delivered, installed and commissioned **within 72 hours** from the date of purchase order. In case of some urgent requirement of the Regions, the same should be delivered urgently.

Bidder will have to pay liquidated damages (LD) to Allahabad UP Gramin Bank @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery ***beyond due date of delivery***, to a maximum of 5%. If delay exceeds one week from due date of delivery, Allahabad UP Gramin Bank reserves the right to cancel the entire order.

If LD exceeds the maximum of 5%, Bank may de-list the Bidder from participating any of our banks tender in future for a period of two years.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the hardware at the site(s). Sealed packs will be opened in the presence of Allahabad UP Gramin Bank officials

Any component has not been delivered or if delivered is not operational, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.

8. Installation:

Installation at our branch/ office, including unpacking of cartons/ boxes, will be the responsibility of the Bidder. Bidder will have to install the system and hand it over to Bank for acceptance testing within two working days of the Bank from the date of receipt of the system at our office.



Bidder will have to pay liquidated damages to Bank @ 1% of the contract value per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to the Bidder.

Bank reserves the right to shift part or the entire Hardware order setup to new location/s and warranty will continue to be in force at the new location. However the cost of shifting delivery, installation and commissioning will be born by the bank.

9. Warranty:

Bidder will have to provide a post-installation warranty as per the terms mentioned below:

Batteries:

Onsite Comprehensive Warranty for 24 Months from the date of installation or 25 months from the date of the delivery whichever is earlier.

In event of any equipment is replaced or any defect in respect of any equipment is corrected during the warranty period, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the equipment which is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

In case of frequent failures of specific component the entire system has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises.

10. Single point of contact for Support:

Bidder has to provide details of single point of contact viz. designation, address, email address, telephone /mobile No. for BATTERIES supplied to the bank. Escalation matrix for support should also be provided with full details as per **annexure E**.

The Bidder should have local service support office in **Allahabad, Kanpur, Lucknow, Varanasi and other major cities in Uttar Pradesh State**. The Bidders who are not having the service support centre at **above centres** will not be considered, since the requirement of the BATTERIES are for **branches in Uttar Pradesh State**.



11. Payment Terms: - Payment terms will be as follows:

- 100% of the total cost on delivery, installation & successful commissioning of BATTERIES systems plus 100% of Octroi /entry tax as per actuals on production of original receipt/delivery proof.

The Bank will pay invoices within a period of 15 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

12. Tender Cost:

Tender cost shall be Rs. 500/- (Rs. Five Hundred only) has to be submitted by way of Demand Draft / Banker's Cheque / Pay order drawn in favour of "Allahabad UP Gramin Bank" payable at Lucknow. Tender cost is not refundable.



ANNEXURE- A

Following documents are to be enclosed, in the same order, while submitting Technical Bid in response to the RFP

| Sr. No. | Particulars (Ensure whether the following have been enclosed) | Yes | No | Page No. of your Response |
|----------------|---|------------|-----------|----------------------------------|
| 1 | Self Certified letter of unconditional acceptance of all Terms & Conditions | | | |
| 2 | If submitting technical bid as a partner - letter of authorisation from the OEM. | | | |
| 3 | If submitting technical bid as a partner - letter from OEM regarding the unconditional acceptance of terms and condition as regards to support for their products during warranty and subsequent AMC period if Partner fails to do so | | | |
| 4 | Copies of valid ISO 9001 & 14001 certifications for the products for which the technical bid submitted | | | |
| 5 | Documentary proof relates to being in BATTERIES business atleast for a period of last 3 years. | | | |
| 6 | Self certified letter that branches/offices to log calls for support only with direct support offices. | | | |
| 7 | Documentary evidence of satisfactory completion of Project. (With detail like name of institutions, contact person, Telephone No) and the locations where the similar configurations of BATTERIES are installed, supplied and supported. | | | |
| 8 | Self certified letter along with details of branches/offices, which has a facility for billing respective locations | | | |
| 9 | Self certified letter certifying - having technically qualified engineers at all locations, who has expertise to install and support. | | | |
| 10 | Self certified letter that any technical problem would be resolved within 24 hrs. Of call reported (including time for procuring spare parts) | | | |
| 11 | Self certified letter to be submitted for meeting the delivery schedule and accepting the LD clause along with the copy of the respective OEM's confirming to adhere the delivery schedules. | | | |
| 12 | Audited copies of the financial statements of last 3 years. i.e for 2012-13 , 2013-2014 & 2014-2015* | | | |
| 13 | *Self certified copies of financial statements for the financial year ended 31-03-2015, if yet to be audited | | | |
| 14 | Audited copies of the financial statements of last 3 years i.e for 2012-13 , 2013-2014 & 2014-2015*, of the principal (OEM) whose Systems / Products are quoted. | | | |
| 15 | *Self certified financial statements of the principal (OEM) whose Systems/ Products are quoted, for the financial year ended 31-03-201, if yet to be audited. | | | |
| 16 | Details of Technical Specificatios Annexure-F | | | |
| 18 | Escalation Matrix (Annexure E) | | | |



ANNEXURE- B

Particulars to be provided by the bidder with technical proposal –

| No | Particulars | Details to be furnished by the bidder | Page No. of your Response to indicated |
|----|---|--|--|
| 1 | Name of the bidder | | |
| 2 | Year of establishment and constitution. Certified copy of "Partnership Deed" or "Certificate of Incorporation/commencement of business", Memorandum of Association, Articles of Association should be submitted as the case may be. | | |
| 3 | Location of Registered office /Corporate office and address | | |
| 4 | Mailing address of the bidder | | |
| 5 | Names and designations of the persons authorized to make commitments to the Bank. | | |
| 6 | Telephone and fax numbers of contact persons | | |
| 7 | E-mail addresses of contact persons | | |
| 8 | Details of: Description of business and business background Service Profile & client profile Domestic & Int'l presence Alliance and joint ventures | | |
| 9 | Whether the bidder is in to BATTERIES manufacturing / Supplier business, if yes then mention the period (evidence to be enclosed). Whether the consulting process conforms to ISO standards and if so, furnish details of compliance. | | |
| 10 | Gross annual revenue of the bidder (not of the group) Year 2013-2014 Year 2014-2015* (Copy of audited financial statements for above years to be submitted) (Self certified copies of financial statements for the financial year ended 31-03-2015, if yet to be audited) | Figures to be indicated From the Financial Statements | |



| No | Particulars | Details to be furnished by the bidder | Page No. of your Response to indicated |
|----|---|--|--|
| 11 | Net Profit of the bidder (not of the group) Year 2013-2014 Year 2014-2015* (Copy of audited financial statements for above years to be submitted) (Self certified copies of financial statements for the financial year ended 31-03-2015, if yet to be audited) | Figures to be indicated From the Financial Statements | |

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place:
Date :
Seal & Signature of the bidder

ANNEXURE -C

Commercial Bid Format

| Sr. No. | Battery Particulars | Make & Model (Only one make out of Exide Power Safe / Amar Raja (Johnson Control) / Panasonic) to be quoted) | Quantity For TCO Purpose Only (A) | Unit Cost of Battery in Rs. with 3 Yrs onsite comprehensive Warranty (B) | Total Amount in Rs. (A x B) (C) | Buy Back Price in Rs. of old Battery (D) | Total Cost of Ownership (TCO) (C – D) (E) |
|---------|---------------------|---|--|---|---|---|---|
| 1 | Battery 12 V 26 AH | | 1 | | | | |
| 2 | Battery 12 V 42 AH | | 1 | | | | |
| 3 | Battery 12 V 65 AH | | 1 | | | | |
| 4 | Battery 12 V 75 AH | | 1 | | | | |
| 5 | Battery 12 V 100 AH | | 1 | | | | |
| 6 | Battery 12 V 120 AH | | 1 | | | | |

Terms & Conditions:

- All the commercial value should be quoted in Indian Rupees.
- The amount quoted is exclusive of all taxes. Taxes will be paid extra at actual
- Bank will deduct applicable TDS, if any, as per the law of the land.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

For Calculation of TCO take only 1 Battery as Unit. L1 can be different vendors for different AH (26/ 42/ 65 / 75/ 100 / 120) battery. However Bank can place order for any AH battery (say 120 AH) against buy back of different AH (say 100 AH) at the quoted rates.

Place:

Date:

Seal & Signature of the bidder

ANNEXURE -D

Compliance Certificate
(On companies letter Head)

To
General Manager,
Allahabad UP Gramin Bank,
Head Office,
Banda

Date:

Dear Sir,

Ref: -

1. Having examined the Request for Proposal (RFP) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the end to end services in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid.
2. If our Bid is accepted, we undertake to deliver the equipment within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of RFP to the BANK (RFP closing date).
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred/black-listed by any regulatory / statutory authority and we have the required approval to be appointed as a service provider to provide the services to Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

Place:

Date:



ANNEXURE -E

ESCALATION MATRIX

Name of Company :

Delivery Related Issues

| Sr. No | Name | Designation | Full Office Address | Phone No | Mobile No | Fax | email address |
|---------------|-------------|---|----------------------------|-----------------|------------------|------------|----------------------|
| | | First level Contact | | | | | |
| | | Second level Contact (If response not recd in 24 Hours) | | | | | |
| | | Regional / Zonal Head(If response not recd in 48 Hours) | | | | | |
| | | Country Head(If response not recd in One week) | | | | | |

Service related Issues

| Sr. No | Name | Designation | Full Office Address | Phone No | Mobile No | Fax | email address |
|---------------|-------------|---|----------------------------|-----------------|------------------|------------|----------------------|
| | | First level of Support | | | | | |
| | | Second level Contact (If response not recd in 4 Hours) | | | | | |
| | | Regional / Zonal Head(If response not recd in 24 Hours) | | | | | |
| | | Country Head(If response not recd in 48 Hours) | | | | | |

Any change in designation, substitution will be informed by us immediately.

Signature

Name of representative

Designation

Company Seal



ANNEXURE – F

TECHNICAL SPECIFICATIONS

ITEM : SEALED MAINTENANCE FREE (SMF) BATTERIES FOR UPS

VOLTAGE : 12 V : 26AH / 42AH / 65AH / 75AH / 100AH / 120AH

APPROVED MAKE : Exide Power Safe / Amar Raja (Johnson Control) / Panasonic/Hitachi

OTHER NECESSARY SPECIFICATIONS:

- Sealed Construction – to prevent electrolyte leakage
- Absorptive Glass Mat System (AGM System) – to absorb electrolyte for longer life
- Gas Recombination – gas leakage to be controlled and recombination rate should be greater than 99%
- Low pressure Venting System
- Terminal Protectors should be provided to prevent Shorts.
- Battery Containers should be PPCP (explosion resistant). (Printed proof to be attached)

NOTE: Bank may directly instruct the quality control team of the companies to visit the site to examine the genuineness of all materials supplied by the Manufacturers / authorized dealer

WARRANTY TERMS and CONDITIONS:

- The bidder should provide 2 years onsite warranty for the Batteries supported by letter from OEM
- The warranty period shall commence from the date of successful completion of installation of batteries at site
- Batch Code and Warranty card mentioning the year and month of the Batteries supplied from OEM to be submitted
- Date / Month of Manufacturing should be embossed on Batteries and **should not be more than 3 months old at the time of delivery**
- Authorized Dealership certificate should be provided / attached with the tender document
- Authorization letter should be required from OEM



Annexure H - OEM Undertaking

(On OEM's letterhead)

Tender Reference No..... Dt. 09-02-2016 Date

General Manger,
Allahabad UP Gramin Bank,
Head Office, D.M.Colony,
Civil Lines,
Banda – 210 001

Dear Sir,

Sub: **OEM UNDERTAKING Tender No.** Dt. 09-02-2016

We, <OEM>, do hereby confirm that <bidder> is an authorized <OEM> partner and service provider for the resale of <OEM> products. When resold by <bidder>, these products are subject to <OEM>'s applicable end user warranty terms (Warranty terms enclosed). We assure you that in the event of <bidder> not being able to fulfill its obligation as <Bidder>'s Service provider in respect of the standard <OEM> warranty terms, <OEM> would continue to meet these "<OEM> warranty Terms" through alternate arrangements.

Yours faithfully,

Authorised Signatory (With official Stamp)

Note : Please replace <OEM> with full name of Original Equipment Manufacturer (OEM)