



**UTKAL GRAMEEN BANK  
HEAD OFFICE ; BOLANGIR**

**REQUEST FOR PROPOSAL (RFP)  
FOR  
SUPPLY OF UPS SYSTEMS  
AND  
BATTERIES**

**REF : UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017**

**The General Manager – I  
Utkal Grameen Bank, Head Office  
Club Pada, BOLANGIR – 767 001  
Dist. Bolangir (Odisha)**



Utkal Grameen Bank ( herein after referred to as UGB / the Bank ) is having its Head Office at Bolangir ( Odisha ) and other offices i.e. Regional Offices and Branches at various places in the 17 districts of – Sundargarh, Jharsuguda, Deogarh, Sambalpur, Bargarh, Bolangir, Sonapur, Boudh, Kandhamal, Ganjam, Gajapati, Rayagada, Koraput, Malkangiri, Nabarangapur, Kalahandi and Nuapada.


**In order to meet the requirement of UPS SYSTEMS & BATTERIES for the various Branches, Regional Offices and Head Office of the Bank, the Bank invites tenders from reputed manufacturers / dealers / vendors of UPS systems and Batteries (herein after referred to as the bidder) for supply of UPS systems and Batteries as per the details listed out in the RFP documents.**

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's web site at [www.ugb.co.in](http://www.ugb.co.in) and the bid should be submitted online to the e-procurement agency of the Bank:

The Head of the Department,  
Planning & Development Dept.  
Utkal Grameen Bank, Head Office  
Club Pada, BOLANGIR – 767 001

Phone : 06652-232685  
Mobile : 94382-31388(Dipan Kumar Patnaik)

- ❖ Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ❖ All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- ❖ Bank reserves the right to change the dates mentioned in this Request for proposal (RFP) document, which will be communicated to the bidders.
- ❖ The information provided by the bidders in response to this RFP document will become the property of UGB and will not be returned. UGB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

RFP for SUPPLY OF UPS SYSTEMS AND BATTERIES REF : UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017	 UTKAL GRAMEEN BANK ; HEAD OFFICE
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### SCHEDULE OF EVENTS

Bid Document Availability ;	Bid documents can be downloaded from Bank's website at <a href="http://www.ugb.co.in">www.ugb.co.in</a> from 18.09.2017 (10.00AM ) upto 31.10.2017 (05.00 PM )
Last Date for requesting clarification (optional )	11.10.2017 (upto 05.00 PM ) All communications regarding points / queries requiring clarifications are to be given through e-mail to <a href="mailto:hodpnd.ugb@gmail.com">hodpnd.ugb@gmail.com</a>
Pre-bid meeting – Date and Venue	10.10.2017 – 11.00 AM to 02.00 PM at HO of Utkal Grameen Bank at Bolangir.
Clarifications to queries raised at pre-bid meeting to be provided	13.10.2017 by 05.00 PM
Last date of submission of Technical bids	<b>01.11.2017 by 05.00 PM</b>
Opening of Technical Bids	<b>03.11.2017 at 11.00 AM</b> Authorised representatives of Bidders -- may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the Bidders representatives.
Contact Details : Address for Communication and submission of bid.	The General Manager – I, Utkal Grameen Bank, Head Office, Club Pada, BOLANGIR – 767001 (Odisha)
Telephone :	06652 – 232685 Mobile : 94382-31388 / 94384-93015
All correspondence relating to this RFP should be sent to following email id.	<a href="mailto:hodpnd.ugb@gmail.com">hodpnd.ugb@gmail.com</a>



## **PART – 2 DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form / email by or on behalf of Utkal Grameen Bank (Bank), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



**PART-3: INSTRUCTIONS FOR Bidders ( IFB )**  
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## A. INTRODUCTION

Utkal Grameen Bank (UGB) have 442 number of Branches spread over 17 districts in the State of Odisha, namely - Sundargarh, Jharsuguda, Deogarh, Sambalpur, Bargarh, Bolangir, Sonapur, Boudh, Kandhamal, Ganjam, Gajapati, Rayagada, Koraput, Malkangiri, Nabarangapur, Kalahandi and Nuapada. All the Branches of the Bank are operating in fully computerized CBS platform and the Regional Offices and Head Office of the Bank are also computerized. The Bank requires Computer system Hardware and Peripherals for its Branches, Regional Offices and Head Office from time to time. In order to meet its requirement of UPS & Batteries, the Bank wants to select and appoint vendor by a competitive bidding process.

### 3.1 Broad Scope of Work :

3.1.1 The bidder shall supply the UPS systems and Batteries to the Branches, **435 CSP (KIOSK) center situated in 17 districts comprising the area of operation** of the Bank, Regional Offices and Head Office of the Bank, during the period of validity of the Tender.

3.1.2 The bidder shall arrange to deliver and install the UPS systems and Batteries supplied by them at the site of Branches, **435 CSP (KIOSK) center situated in 17 districts comprising the area of operation** of the Bank, Regional Offices, Head Office or other Offices, as per the instructions in the Purchase Orders of the Bank, within 4 weeks from the date of receiving confirmed Purchase Order from the Bank.

3.1.3 Bidder has to ensure safe delivery of the equipment up to the designated place of installation. Any transit insurance, permission, taxes, labor, tools & tackles, road permit etc., if required for the same, shall be arranged by the Bidder at no extra cost to the Bank. No additional time for delivering of equipment will be given to vendor on account of issues related to road permit, government taxes etc. other than what has been specified in this document.

3.1.4 The bidder has to provide all necessary accessories, kits, software etc. required to install and operate the hardware items.

3.1.5 The bidder shall also arrange for maintenance of the said UPS systems and Batteries on site by its skilled and technically qualified service personnel during the warranty period.

3.1.6 Service desk centralized site : The bidder shall arrange to set-up a service desk centrally to receive and register service calls. This desk shall provide a monthly status report of all service calls received and attended by the bidders during the month. The bank may also call for such status reports / periodically as and when required.



3.1.7 All service calls must be attended by the technical person of the bidder, within 24 hours of receiving the call for District head quarters / Sub-divisional HQ branches / ROs and within 48 hours for other branches.

### 3.2 Eligibility Criteria

3.2.1 The Bidder should be in a business of supply, installation, maintenance and support of **UPS systems and Batteries** equipment in the state of Odisha for at least last 03 (three) years and should be a current legal entity in India.

3.2.2 The Bidder must have registered a **turn-over of Rs.300 Lakhs** or more during any of the last three financial years.

3.2.3 The Bidder must have registered net profits during last three consecutive financial years as per the audited balance sheets and P& L accounts for FY 2014-15, 2015-16 and 2016-17

3.2.4 The bidders should submit financial statements i.e. Audited Balance sheet and Profit & Loss accounts for three years 2014-15, 2015-16 and 2016-17.

3.2.5 The Bidder's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31.03.2017. A certificate to this effect should be obtained from the Auditor / Bank of the bidder and submitted along with the Bid.

3.2.6 The bidder has to attach an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason.

3.2.7 The Bidder should have a permanent office in the state of Odisha.

3.2.8 The bidder should have their own support centre in Odisha for providing technical support and assistance services for immediate response and faster call resolution. Bidder has to provide details of the same with bid submission.

3.2.9 The bidder should not outsource the contract to sub-contractor. The bidder should deploy & manage the project with its resources.

**3.3 Cost of Bidding** :The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.



## **B. THE BIDDING DOCUMENTS**

### **3.4 Documents constituting the Bid**

3.4.1 The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Bid Forms, Price Schedules and other forms (BF)

3.4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

### **3.5 Clarification / Amendment of Bidding Document**

3.5.1 Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates on or before 1700 hrs on 11.10.2017

3.5.2 A **pre-bid meeting** is scheduled on **10.10.2017 from 11.00 AM to 02.00 PM.**

3.5.3 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any, will be communicated to the bidders through email.

3.5.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be communicated to all the vendors.

3.5.5 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

3.5.6 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.





3.5.7 In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

## **C .PREPARATION OF BIDS**

### **3.6 Language of Bid**

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

### **3.7 Documents Comprising the Bid**

3.7.1 Documents comprising the **Technical Proposal Envelope**, should contain following:

- (a) Bid Form as per Annexure-5.2.1
- (b) BOM & Compliances - Annexure-5.1.2
- (c) Undertaking of Authenticity - Annexure-5.1.3
- (d) SLA T&C – Annexure-5.3
- (e) EMD Bank Guarantee – Annexure-5.4.1
- (f) MAF – Annexure-5.5
- (g) Masked Price Bid listing all the components as per Price Breakup Schedule (Annexure-5.2.3) without indicating any prices.
- (h) Compliance Certificate for Eligibility Criteria- Annexure-5.9 along with all related documents as per RFP required to establish the eligibility.
- (i) Bidder's organization profile\_ Annexure 5.10.
- (j) Technical specifications Compliance Annexure 5.1.1

completed in accordance with the clauses in the bid and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached).

3.7.2 While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The other papers like EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature. **All pages of this RFP document and corrigenda must be stamped and signed by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this RFP and should be submitted as part of the technical bid.**



**3.7.3 Any Technical Proposal not containing the above will be rejected.**

**3.7.4 The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.**

3.7.5 The Indicative **Price Proposal Envelope**, should contain a single sheet as per Annexure-5.2.2 on the Bidder's letter head wherein the "**All Inclusive Indicative Price**" under the signature and seal of the Bidder. The Indicative Price must include all the price components mentioned in Annexure-5.2.2.

### **3.8 Bid Form**

3.8.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

### **3.9 Bid Prices**

3.9.1 Prices are to be quoted in **Indian Rupees** only.

**3.9.2** Prices quoted should be inclusive of GST as also cost of incidental services such as transportation, insurance etc.

3.9.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**

### **3.10 Compliance Schedule & Penalty for Delayed Compliance**

#### **3.10 Delivery Schedule & Penalty for Delayed Deliveries**

3.10.1 Delivery and installation of all equipment should be within 4 or 6 weeks, as the case may be, depending upon whether road permit is required or not, from the date of placing of order.

3.10.2 In the event of the equipment not being delivered, installed, tested and commissioned within a period of 4 or 6 weeks from date of Purchase Order, a penalty of 5 (five) percent of the purchase order value for that site for each week or part thereof of the delay, subject to maximum amount of 50% percent of the purchase order value for that site will be charged.

3.10.3 This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.



3.10.4 The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation. PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED. **PLEASE NOTE THE COMPLIANCE SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.**

### **3.11 Documentary Evidence Establishing Bidder's Eligibility and Qualifications**

3.11.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

(A) that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the Computer Hardware and peripherals and maintenance during the warranty period and provide necessary maintenance services.

### **3.12 Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents –**

**- Not Applicable –**

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

3.13.1 The Bidder shall furnish, as part of its Bid, an EMD of Rs. 1,00,000/- (Rupees One Lakh only)

3.13.2 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

3.13.3 The EMD shall be denominated in Indian Rupees and shall be in the form of a **Demand Draft, or Bank Guarantee issued by a Scheduled Commercial Bank in India**, drawn in favour of **Utkal Grameen Bank** payable at Bolangir and valid for a period of 180 days.

3.13.4 Any Bid not secured, as above, will be rejected by the Bank, as nonresponsive.

3.13.5 The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalisation.

3.13.6 The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (PBG) equivalent to 20% of the value of the contract as per format in Annexure- 5.4.3. The PBG will be for the period of the contract with claim period of 3 months after date of expiry of PBG.



3.13.7 The EMD may be forfeited:

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) in the case of a successful Bidder, if the Bidder fails;
  - (i) to sign the Contract;

**Or**

- (ii) to furnish Performance Bank Guarantee

### **3.14 Period of Validity of Bids**

3.14.1 Bids shall remain valid for a period of **one year** from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.14.2 In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.

3.14.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

### **3.15 Format and Signing of Bid**

3.15.1 Each bid shall be in two parts:-

**Part I- Technical Proposal.** (as per clause 3.7.1 above)

**Part II- Indicative Price Proposal.** (as per clause 3.7.5 above)

The two parts should be in two separate sealed NON-WINDOW envelopes, each superscribed with "**Tender for supply of UPS & Batteries to UGB 2017-18**" as well as "**Technical Proposal**" and "**Indicative Price Proposal**" as the case may be.

3.15.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall sign all pages of the Bids.

3.15.3 Any inter-lineations, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.



## D. SUBMISSION OF BIDS

### 3.16 Sealing and Marking of Bids

3.16.1 **The Bidders shall seal the NON-WINDOW envelopes containing one copy of “Technical Bid” and one copy of “Indicative Price Bid” separately and the two NON-WINDOW envelopes shall be enclosed and sealed in an outer NON-WINDOW envelope.**

3.16.2 The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described in Clause 3.15.1 above.

3.16.3 The outer envelope shall :

a) be addressed to the Bank at the address given in Part-I ; and

b) bear the Project Name **“Tender for supply of UPS systems and Batteries to UGB 2017-18”**

3.16.4 All envelopes should indicate the name and address of the Bidder on the cover.

3.16.5 If the envelope is not sealed and marked, the Bank will assume no responsibility for the bids misplacement or its premature opening.

### 3.16 Deadline for Submission of Bids

3.16.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid.

3.16.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.

3.16.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

**3.17 Late Bids** :Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

### 3.18 Modification and Withdrawal of Bids.

3.18.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.



3.18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

3.18.3 No Bid may be modified after the deadline for submission of Bids.

3.18.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

## **E. Opening and Evaluation of Bids**

### **3.20 Opening of Technical Bids by the Bank**

3.20.1 The Bidders names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.

3.20.2 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### **3.21 Preliminary Examination**

3.21.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.21.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

3.21.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.21.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **3.22 Technical Evaluation**

3.22.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.



3.22.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including site visit and witness demos of the system and verify functionalities, response times, etc.

3.22.3 Bank will evaluate the technical and functional specification of all the equipments quoted by the Bidder.

3.22.4 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

### **3.23 Evaluation of Price Bids and Finalisation**

3.23.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation **via Reverse Auction conducted by the Bank's authorized eProcurement service provider, details of which are provided in Annexure-5.7**

3.23.2 The L1 and L2 Bidders will be selected on the basis of net total of the price evaluation as quoted in the **Reverse Auction**.

3.23.3 Purchase orders will be placed first with the L1 bidder and on their inability to provide Performance Guarantee or failure to execute the SLA, orders will be placed with the L-2 bidders, subject to L2 bidder undertakes to match the L1 price.

3.23.4 The successful bidders are required to provide price breakup in Annexure-2.3 within 48 hours of conclusion of the Reverse Auction.

3.23.5 Arithmetic errors, if any, in the price breakup format will be rectified as under :

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

(c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.



(d) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

3.23.6 For factors retained in the Bid, one or more of the following quantification methods will be applied:

(a) Delivery Schedule : The System and /or Services covered under this bid are to be installed and commissioned within the period mentioned in Clause 3.10.1. No credit will be given to early deliveries.

(b) Quotation of Prices for all Items : The Bidder should quote for complete solution proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete bids.

### **3.24 Contacting the Bank**

3.24.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

3.24.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

### **3.25 Award Criteria**

3.25.1 The Bank will award the Contract / place purchase orders to the successful Bidder(s) who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive and lowest in the **reverse auction**.

**3.25.2 The Bank reserves the right, at the time of award of contract / placing Purchase Orders to increase or decrease the quantity of goods and / or services or change in location where equipments are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.**

### **3.26 Bank's right To Accept Any Bid and to reject any or All Bids :**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without 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.





### **3.27 Notification of Award**

3.27.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

3.27.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

3.27.3 Upon notification of award to the successful Bidder(s), the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

**3.28 Performance Bank Guarantee: Performance Bank Guarantee of 20 % of the Bid Value in the format at Annexure-5.4.3 to be submitted by the successful Bidder for a period of 18 months from a Scheduled Commercial Bank within a week of receipt of formal communication from the Bank about their successful bid.** Purchase Order / Work Order will be released only after receipt of the Performance Bank Guarantee.

### **3.29 Signing of Contract :**

3.29.1 Failure of the successful Bidder to comply with the requirement of Clause 3.30 (if required) or Clause 3.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

3.29.2 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

3.29.3 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order / work order or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them.

3.29.4 After completion of selection process the Bank will finalize the contract with the selected vendor(s). Both the parties shall ensure that the contract is finalized within 30 days from the date of selection of the vendor(s)/purchase order. To ensure this both the parties shall also be liable to make authorized officials to be present for discussions. The vendor(s) shall submit a Board resolution in case of a company and/or authorization letter duly signed by the authorized signatory naming the official(s) who shall be authorized to hold discussions, time and venue of which shall be intimated to the successful bidder in writing at least 3 calendar days in advance. In case the Respondent official does not attend the meeting so called twice in a row, it shall be deemed that the respondent is not interested in signing of the contract with the Bank. The Bank however, reserves the right to stipulate, at the time of finalization, any other document(s)/condition to be enclosed as part of final contract. The successful vendor shall have to execute the contract agreement as stipulated/approved by the Bank. The



terms for execution/contract price contained in contract agreement should not be disputed by vendor at the time of signing contract.

3.29.5 The vendor shall bear all costs for the execution, stamp duty and submission of the contract and agreements (SLA, NDA etc). Bank shall not be responsible or liable for reimbursing/ compensating these costs.

3.29.6 On completion of the Bid Process, the successful bidder(s)/vendor(s) should execute a Service Level Agreement. Vendor(s) should also execute a Non Disclosure Agreement (as per Annexure 5.11) in the Bank's prescribed format. The agreement/contract would be signed in Bolangir (Odisha) only and stamped as per Odisha Stamp Act. All the stamp duty shall be borne by the vendor.

### 3.30 Miscellaneous

3.30.1 The selected Bidder(s) shall supply and install **UPS systems and Batteries**, carry out all Repair, Service, Maintenance tasks in coordination with the concerned Branches, Regional Offices / Planning & Development Dept. of Head Office, depending on the Bank's requirements.

3.30.2 The selected Bidder(s) should undertake, during the period of contract, if required by the Bank, the relocation / shifting of the equipment without any cost to the Bank.

3.30.3 The selected Bidder(s) should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

3.30.4 The bidder shall have to agree for the extension of the contract (from the date of expiry of the contract) for any period not less than six months and such extension can be done any number of times on mutually agreed terms and conditions. In case of the extension of the contract, the same terms and conditions of this RFP shall follow unless stated otherwise. Bidder needs to submit Certificate of compliance for the same.

**Note:** Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

## PART - 4. TERMS AND CONDITIONS OF CONTRACT (TCC)

**4.1 Definitions** :In this Contract, the following terms shall be interpreted as indicated:

4.1.1 "UGB"/"Bank" means Utkal Grameen Bank.

4.1.2 "The Contract" means the agreement entered into between the Bank and the Vendor(s), as recorded in the Contract Form signed by the parties, including all



attachments and appendices thereto and all documents incorporated by reference therein;

4.1.3 “Vendor” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.

4.1.4 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

4.1.5 “The Equipment” means all the **UPS systems and Batteries** and / or services which the Vendor is required to render to the Bank under the Contract;

4.1.6 “The Services” means those services required for repair and maintenance of UPS systems and other such obligations of the Vendor covered under the Contract;

4.1.7 “TCC” means the Terms and Conditions of Contract contained in this section;

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

#### **4.2 Use of Contract Documents and Information**

4.2.1 The Supplier shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2.2 The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

#### **4.3. Country of Origin / Eligibility of Goods & Services**

4.3.1 All goods and related services to be supplied by the vendor under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

4.3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied.



#### 4.4. Use of Contract Documents and Information

4.4.1 The Vendor shall not, without the Bank's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.4.2 The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

#### 4.6 Inspection and Quality Control Tests

4.6.1 The Bank reserves the right to carry out pre-shipment factory / godown inspection at by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder's office.

4.6.2 The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:

(a) Inspection / Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods , by the Bank / Bank's Consultants / Testing Agency.

(b) The supplier should intimate the Bank before dispatching the goods to various locations / offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;

(c) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and / or the nature of the goods and / or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

(d) In the event of the **UPS systems and Batteries** failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.

(e) The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be



furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.

(f) Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.

(g) The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

(h) On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Bank.

4.6.3 The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

4.6.4 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

#### **4.7 Delivery & Documentation**

4.7.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

4.7.2 Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-

(a) 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.

(b) Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill



#### **4.8 Acceptance Procedure:**

On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-5.6) signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

#### **4.9 Insurance :**

4.9.1 The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by the Bank.

4.9.2 Should any loss or damage occur, the Vendor shall:

- a) initiate and pursue claim till settlement and
- b) promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

#### **4.10 Uptime / Penalty : As per Annexure-5.3.**

#### **4.11 Payment Terms**

Payment (*in Indian Rupees only*) will be made strictly in accordance with the following schedule by the Bank.

- 100% of cost of items delivered will be paid after delivery, installation and successful testing of the Ups Systems and Batteries as per Purchase Order, where a Performance Guarantee for an amount equivalent to 20 % of the contract amount, issued by a Scheduled Commercial Bank, is submitted by the vendor at the time of signing the contract.
- Otherwise, 90 % of the cost of the items will be paid after delivery, installation and testing. The Balance 10 % will be retained as a Security Deposit for performance of warranty. This amount may be released after completion of the warranty period of minimum 12 months from the date of installation or on production of a Bank Guarantee for an equal amount.
- The Bank reserves the right to change the above terms and conditions. No representation will be entertained for releasing adhoc payments, of any nature.



## 4.12 Prices

4.12.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.12.2 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.12.3 The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

## 4.13 Change Orders

4.13.1 The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

(a) Location of the branches

(b) Translocate the UPS to other branches

4.13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of Vendor's receipt of Bank's change order.

**4.14 Contract Amendments:** No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

**4.15 Assignment :** The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

## 4.16 Delays in the Vendor's Performance

4.16.1 Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.

4.16.2 If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and/ or performance of Services, the Vendor 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 Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated



damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.16.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

**4.17 Liquidated Damages :** If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in clause 4.16.3 above, deduct from the Order value, as liquidated damages, a sum equivalent to 1 percent per day or part thereof of contract price subject to maximum deduction of 50% of the Order Value for the delayed or unperformed services, or for any loss is suffered by the Bank due to delay attributable to the Service Provider. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

**4.18 Conflict of Interest: Not Applicable**

**4.19 Fraud & Corrupt Practices:**

**4.19.1** The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the Bidding Process.

**4.19.2** Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI / RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

**4.19.3** For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or





the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

(b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

(c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### **4.20 Termination for Default**

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

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

**4.20.2** In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.



#### **4.21 Force Majeure**

**4.21.1** Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**4.21.2** For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

**4.21.3** If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**4.21A. Termination for Insolvency :**The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**4.22 Termination for Convenience :**The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

#### **4.23 Resolution of Disputes :**

**4.23.1** The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

**4.23.2** If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

**4.23.3** The dispute resolution mechanism to be applied shall be as follows:



(a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.

(b) Arbitration proceedings shall be held at Utkal Grameen Bank, Head Office, Bolangir, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

**4.24 Governing Language :**The governing language shall be English.

**4.25 Applicable Law :**The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts in Odisha.

#### **4.26 Addresses for Notices**

4.26.1 The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

General Manager -I,  
Planning & Development Dept.,  
Utkal Grameen Bank, Head Office,  
Club Pada,  
BOLANGIR – 767 001

Vendor's address for notice purposes  
<To be filled in by the Vendor>



4.26.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

#### **4.27 Taxes and Duties**

4.27.1 The Vendor will be entirely responsible for all applicable taxes like Central / State Government levies, excise duty, cess, charges, license fees, **road permits**, NMMC cess etc. in connection with delivery of products at site including incidental services and commissioning. Payment of GST etc. at actual. Octroi and /or Entry Tax, alone, if applicable, will be reimbursed at actual upon production of original receipts.

4.27.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

4.27.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

4.27.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **4.28 Vendor's obligations**

4.28.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.28.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

4.28.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.



4.28.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

4.28.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

4.28.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

**4.29 Patent Rights/ Intellectual Property Rights :** In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

**4.30 Right to use defective product :** If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

**4.31 Limitation of Liability:** For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer / Bank's related information to the extent of loss so caused. The limitations set forth herein shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to IPR infringement,
- (ii) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- (iv) When a dispute is settled by the Court of Law in India.
- (v) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.



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### ANNEXURE –5.1.1

#### Technical & Functional Specifications of Items to be Supplied

#### A. TECHNICAL SPECIFICATION FOR

##### i.1 KVA UPS SYSTEM

SI No	Description	UGB's Requirement	Accepted / Not Accepted
1	Technology	1 KVA Online UPS systems with INBUILT/EXTERNAL ISOLATION WITH 12V-65AH-03 NOS (SMF BATTERY ONLY QUANTA/EXIDE BATTERY) WITH ADEQUATE CHARGER TO CHARGE THE BATTERIES.	

##### ii. ONLINE HOT STANDBY UPS SYSTEMS ( 3 KVA & 5 KVA ) with LAT Batteries

SI No	Description	UGB's Requirement	Accepted / Not Accepted
1	Technology	UPS systems with Pulse width modulation(PWM) technology in true ON-LINE configuration, with double conversion using IGBTs in the inverter and converter	
2	Inversion technique	Adaptive pulse width modulation or sine weighted pulse width modulation with high switching frequency (> 12KHZ for IGBTs)	
3	Input voltage Range	For 3 KVA & 5 KVA Single Phase 240 + 15% -30%  For 10 KVA 3 Phase – 440 v + 10% - 20% In either case there should be input to output isolation through a in built OR external isolation transformer	
Note: Static bypass arrangement may be connected in such a way that the input and output sides shall always remain galvanically isolated.			
	Input frequency	45 HZ to 55 HZ and it should be compatible with Diesel Generator set.	
	Nominal DC Voltage	36 V to 240 V DC ( taking nominal 12v per cell)	
	Output voltage	220 / 230 VAC $\pm$ 1%	
	Output frequency	50 HZ +/- 4% (Synchronous to mains)  50 HZ +/- 1% (free running)	
	Power factor	The UPS shall be provided with Auto Input P.F. Correction system to obtain P.F.0.90 to unity when the connected load P.F. varies from 0.6 to unity.	
	Total Harmonic Distortion (Out put voltage)	< 2% for linear load  < 4% for non-linear load	
	Total Harmonic Distortion (input current)	< 10% at 100% load	
	Wave form (out put)	Sine wave	
	Over load capacity	110% for 10 minutes 150% for 1 minute	

RFP for SUPPLY OF UPS SYSTEMS  
AND BATTERIES

REF : UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017



UTKAL GRAMEEN BANK ; HEAD OFFICE

		(During the test the load should not get transferred to mains through static switch)	
	Transient response and voltage recovery time for step load	For 100% step load (test at unity P.F. taking rated capacity KVA = KW) i.e. from full load to no load and no load to full load DIP < 3% Peak < 3% with recovery time within 3 cycles to normal output voltage	
	Efficiency	Overall > 91.5% +/-1 i.e. between 90.5 & 92.5% at full load, 88% +/-1 at 66% load and 85% +/-1 at 33% load	
	Definition of overall efficiency	It is the ratio of output power in KW to the input power with battery disconnected, or battery charging power added to the output.	
	Testing shall be at full load, 66% load and 33% load (Utility power factor, taking rated capacity in KVA= KW)		
	Penalty applicable- If the actual overall efficiency is found to be less than the banks specified range, the UPS is to be rejected and replacement passing the test to be obtained. No further tolerance is permissible.		
	Operating temperature	0 to 50 degree Centigrade	
	Crest factor	> 3.0	
	Relative Humidity	95% at 35 deg centigrade none condensing	
	Noise level	At 1 meter from the UPS < 55 dba (prototype test certificate required)	
	Charger	Built in solid state float-cum-boost charger with automatic boost / trickle charge modes with current limiting features. The charger characteristics shall be such as to match the float / boost charging of the batteries as per battery characteristic, for enhancing the life of batteries. The charger should be designed for at least 10%-15% of the total battery current as per working given below	
		Example: Battery terminal Voltage- 408 VDC Battery AH 100AH Total battery Capacity -408X100 VAH 40800VAH Total battery Current 40800/409=100AMPS Minimum Charging= Current required@15%=100X15/100=15Amps	
	Static Auto by pass switch for On line Hot standby 3 KVA & thyristor based for 5 KVA HS UPS systems.	Bi directional with change over time less than 10 milli seconds in free running mode and instantaneous in synchronous mode from invertors to by pass and vice versa.	
	Manual by pass switch	Should be provided.	
	Protection	a) Isolation – Out put shall be fully isolated from mains and surge / spike suppressors to be incorporated – Internal or External isolation transformer may be used. b) Current limiting protection (Fuse less Electronic) Built in overload / short circuit protection with snubber circuits for current limit.	
		Soft start on inverter & charger arrangement	






		Phase locking mechanism for UPS and mains frequency for 3 phase output.	
		c) Over voltage / under voltage protection (high speed) for devices such as IGBTs	
		d) Short Circuit / overload protection through MCB / fuses / MCCB	
		e) All other protection systems required for safety of UPS system , such as over temperature protection etc.	
		Protection against earth leakage current by suitable protective devices like negative sequence current sensor / RCCB	
	Indicators	a) mains On with phase indication for single phase / 3phase separately for all the phases	
		b) Inverter ON / OFF / FAULTY / TRIP (Reason)	
		c) Charger ON / FAULTY or TRIP (Reason)	
		d) Battery Low	
		e) Static by-pass On	
		f) Over temperature	
	Alarm	i) Low battery alarm to be provided	
		ii) Mains failure / load on battery alarm to be provided. Both should be audio visual.	
		iii) Over temperature alarm in two stages 1st Stage – Warning, intermittent audio alarm 2nd Stage – Tripping, continuous audio visual and resettable	
	Metering	Digital Panel meter duly calibrated up to 1.5 accuracy class of LCD display system to indicate the following i. A C Voltage : input , Output ii. A C Current : input , Output iii. D C Battery voltage iv. D C Charging / discharging current v. Frequency – input , Output	
	Battery set	Complete with self standing cubicle or cabinet	
		UPS vendors to specify, the make of battery they propose to use , they have to submit detailed literature of battery and battery manufacturers capability etc.,	
		Back up time shall be designed with battery drain of less than 75% or as per manufacturers recommendations for enhanced battery life	
		c)Battery set details to be indicated by the supplier	
		i) D.C.TERMINAL VOLTAGE	
		ii) Ampere – hour capacity of each battery	
	Battery set: Tubular batteries	i. maintainable but regular topping necessary ii. 4 yr Warranty iii. complete with stand iv. Batteries for UPS shall be of reputed makes like:Exide,	
		UPS vendors have to submit detailed literature of battery and battery manufacturers	

	capability etc. <b><u>The AMC amount should be mentioned in case of the UPS system and the warranty period in respect of the LAT batteries should not be less than 4 years.</u></b>	
	Testing:	The supplier shall have facilities to carry out the necessary tests at required centers of 10% of machines and the tests will have to be satisfactorily carried out before acceptance. Tests shall be carried out and certified by any of the approved agencies specified here under <ul style="list-style-type: none"> <li>i. SAMEER</li> <li>ii. ETDC</li> <li>iii. ERTL</li> <li>iv. IIT/ Engineering College of Repute</li> </ul> In addition the following tests / Certificates shall also be performed by / obtained from these agencies. <ul style="list-style-type: none"> <li>i. Technology Certificate</li> <li>ii. Inversion technique Certificate</li> </ul> Tests shall be performed with full resistive load, full inductive load and SMPS load.
	UPS Capacity( KVA )	Minimum VAH
	3 KVA	5952
	5 KVA	9912
	Note:	
	If the UPS does not conform to the specifications either during factory test or at site, the Bank reserves its right to reject the same. The successful tenders shall then have to remove the same at his cost from site and supply a new piece confirming to the specifications.	
	The successful tenderer shall have to make all arrangements for all types of loads and electric supply required for the tests mentioned here in.	
	The Bank reserves the right to randomly decided to carry out testing of 10% of UPS systems at site after installation at the cost of UPS Vendor, who will be required to arrange for all the requisites variacs, meters loads, etc., and carry out the tests through vendors personnel in the presence of Bank's Official.	

## B. TECHNICAL SPECIFICATION FOR BATTERIES

	Bidders to specify, the make of battery they propose to sell , they have to submit detailed literature of battery and battery manufacturers capability etc.,	
	The following rated Batteries required for use with existing ONLINE HOTSTANDBY UPS systems of 3 KVA & 5 KVA ratings	
	SMF Batteries 12V/75 AH	i. Only Valve Regulated Lead Acid (VRLA) type of SMF batteries with electrolyte in paste form is acceptable. Any other type including calcium batteries are not acceptable. ii. Make like : <b>EXIDE, Quanta,</b>
	The warranty period in respect of the SMF batteries should not be less than 2 years.	
	Battery set: Tubular batteries 12V/100 AH 12V/ 75 AH	i. maintainable type ( regular topping of electrolyte necessary ) complete with stand. ii. Batteries for UPS shall be of reputed makes like: <b>Exide ,SOUTHERN</b>

RFP for SUPPLY OF UPS SYSTEMS AND BATTERIES REF : UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017	 <b>UTKAL GRAMEEN BANK ; HEAD OFFICE</b>
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	The warranty period in respect of the LAT batteries should not be less than 4 years. The supplier will maintain the LAT batteries during warranty period.	
	Note:	
	The Bank reserves the right to randomly decide to carry out testing at site after installation at the cost of Vendor, who will be required to arrange for all the requisites variacs, meters loads, etc., and carry out the tests through vendors personnel in the presence of Bank's Official.	

**ANNEXURE –5.2.1**

**BID FORM (TECHNICAL BID)  
(to be included in Technical Bid Envelope )**

Date: \_\_\_\_\_

To:

The General Manager - I,  
Planning & Development Dept.,  
Utkal Grameen Bank, Head Office,  
Club Pada,  
BOLANGIR – 767001  
Dist. Bolangir (Odisha )

Dear Sir,

**REF : UGB / P&D / COMP-HW / 2017-18 DATED 14.09.2017**

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and maintain the equipments detailed in Annexure-5.1.1 and 5.1.2, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- The rate quoted in the indicative price bids for the MCU are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

**3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period of 6 weeks from date of Purchase Order.**

**4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.**

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

7. We certify that we have not made any changes from the contents of the RFP/EOI document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

9. The vendor hereby undertakes that its name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.

Dated this ..... day of ..... 2017

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(Signature)                      (Name)                      (In the capacity of)

Duly authorised to sign Bid for and on behalf of

**ANNEXURE –5.2.2**  
**INDICATIVE PRICE PROPOSAL**  
**(to be included in Indicative Price Proposal Envelope)**

To:  
The General Manager - I,  
Planning & Development Dept.,  
Utkal Grameen Bank, Head Office,  
Club Pada,  
BOLANGIR – 767001  
Dist. Bolangir (Odisha )

Dear Sir,  
**REF : UGB / P&D / COMP-HW / 2017-18 DATED 14.09.2017**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ )  
(Total Proposal amount in words and figures)

for supply and installation of UPS systems and Batteries in conformity with the said Bidding documents

Sl. No.	Name of the Item	Aprox.Quantity Required ( No. of Units )	Rate per Unit. ( indicative )	Total Cost of the Item
1	1 KVA Online UPS systems with INBUILT/EXTERNAL ISOLATION WITH 12V-65AH-03 NOS (SMF BATTERY ONLY QUANTA/EXIDE BATTERY)	435		
2	<b>10 KVA Online Hotstandby UPS system with Tubular Batteries for 2 Hrs backup</b>	2		
3	<b>5 KVA Online Hotstandby UPS system with Tubular Batteries for 2 Hrs backup</b>	4		
5	<b>3 KVA Online Hotstandby UPS system with Tubular Batteries for 2 Hrs backup</b>	60		
6	<b>12 V / 100 Ah Tubular Batteries</b>	80		
7	<b>12 V / 75 Ah Tubular Batteries</b>	320		
8	<b>12 V / 75 Ah SMF Batteries</b>	320		
Total :		Rs.		

Dated this ..... day of ..... 2017

\_\_\_\_\_  
(Signature) (Name) (In the capacity of)

Duly authorised to sign Bid for and on behalf of –

**ANNEXURE – 5.2.3**  
**Price Breakup Schedule**  
**(To be submitted after Reverse Auction)**  
**SUPPLY OF UPS SYSTEMS AND BATTERIES**

Sl. No.	Name of the Item	Aprox.Quantity Required ( No. of Units )	Rate per Unit.	Total Cost
1	1 KVA Online UPS systems with INBUILT/EXTERNAL ISOLATION WITH 12V-65AH-03 NOS (SMF BATTERY ONLY QUANTA/EXIDE BATTERY)	435		
2	<b>10 KVA Online Hotstandby UPS system with Tubular Batteries for 2 Hrs backup</b>	2		
3	<b>5 KVA Online Hotstandby UPS system with Tubular Batteries for 2 Hrs backup</b>	4		
5	<b>3 KVA Online Hotstandby UPS system with Tubular Batteries for 2 Hrs backup</b>	60		
6	<b>12 V / 100 Ah Tubular Batteries</b>	80		
7	<b>12 V / 75 Ah Tubular Batteries</b>	320		
8	<b>12 V / 75 Ah SMF Batteries</b>	320		
	Total :	Rs.		
			Total :	Rs.

**NOTE : The break up price of individual line item after reverse auction must be in the same proportion as given in the indicative price bid.**

Dated this ..... day of ..... 2017

\_\_\_\_\_  
*(Signature)*                      *(Name)*    *(In the capacity of)*

Duly authorised to sign Bid for and on behalf of –

.....



**ANNEXURE -5.3**  
**SLA Terms & Conditions**  
**for Supply of UPS systems, Batteries & Maintenance Services**

**1. The vendor agreed to supply Utkal Grameen Bank ( the Bank) UPS System and Batteries, as per the Purchase Order to be issued by the Bank and as per the specifications of the Bank.**

2. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

3. Warranty for UPS systems & Batteries: Onsite comprehensive warranty for all the components including free replacement of spares, parts, kits etc. as and when necessary will be as specified in the RFP document.

4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

5. **On-site comprehensive warranty:** The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software components supplied as a part of the solution against defects arising out of faulty design, materials and media workmanship etc. for a period specified in the RFP document. The vendor will provide support for Operating Systems and other preinstalled software components during the contract period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

6. During the term of the contract, the Vendor will maintain the UPS systems & Batteries in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

a. The Bidder shall rectify any defects, faults and failures in the hardware and shall repair / replace worn out or defective parts of the hardware within 2 days from the date



of damage and / or intimation by the Bank. (as the case may be) irrespective of the address of the affected site at no extra cost to the Bank. In case vendor fails to make the site live within 2 days, Bank reserves the right to levy penalty @ 0.714% (i.e. 5% / 7 days) of the total order value for such site / s calculated per day of delay, subject to a maximum of 15% of the total order value for such sites where the delay is not beyond one month. Wherever the delay exceeds continuous period of one month in a quarter, a penalty equal to the order value will be levied per affected site.

b. Vendor shall keep sufficient stock of spares at Bank's Regional Offices / Head office premises and at the local premises of the Vendor.

c. Travel time for sites in difficult locations will be excluded for the uptime calculation mainly due to unforeseen circumstances and weather conditions, which in any case shall not exceed 24 hrs. Such sites will be decided mutually among the Bank and the Bidder.

7. The Vendor's maintenance personnel shall be given access to the equipment when necessary, for the purpose of performing the repair and maintenance services indicated in this agreement.

8. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the standard acceptable limits required for the solution.

9. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

10. If, in any quarter, the Vendor does not fulfill the provisions of clauses given above, only the proportionate charges for that period during the quarter will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract. If the Vendor has been credited without deducting the proportionate charges (as applicable) for that quarter, the Bank can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to the Bank on demand by the Bank.

11. On account of any negligence, commission or omission by the engineers/resources of the Vendor and if any loss or damage caused to the equipment/solution, the Vendor shall indemnify/pay/reimburse the loss suffered by the Bank.



**12. Delay in Delivery and Commissioning - Penalty:**

Delay in UPS systems & Batteries delivery and commissioning of equipments at the Bank’s site:

Within 5 weeks of date of PO	No Penalty
Every week or part thereof of delay	Rs.2,000/- (upto a maximum of Rs.10,000/) per site

**13. CONFIDENTIALITY:**

a. The Vendor acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party, the Vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the Vendor, the bank shall be indemnified. The Vendor agrees to maintain the confidentiality of the Bank’s information after the termination of the agreement also.

b. The Vendor will treat as confidential all data and information about the Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

14. For the breach of any terms and conditions as mentioned in this RFP other than those for which an explicit penalty has already been mentioned, the bills/invoices raised by the selected bidder shall not be processed starting from the quarter to which the breach applies till the resolution of the same. However, depending on the severity of the breach, the bank may decide to process partial payment of the pending invoices.

**15. Transition Clause**

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a “New Service Provider” completely takes



over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. 20,000/- (Rupees twenty thousand only) per unit on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

#### VALIDITY OF THE AGREEMENT.

16. This agreement shall be valid for a period of minimum one year from the date of execution.

17. This agreement will automatically stand renewed for a further period of six months, unless the parties decide otherwise.

18. The first and subsequent annual renewals will not take place, if notice in writing or intention not to renew this agreement is given by either party to the other, at least one month in advance.



**ANNEXURE - 5.4.1  
FORMAT FOR EMD BANK GUARANTEE**

To:  
The General Manager - I,  
Planning & Development Dept.,  
Utkal Grameen Bank, Head Office,  
Club Pada,  
BOLANGIR – 767001  
Dist. Bolangir (Odisha )

Dear Sir,

**EMD BANK GUARANTEE FOR SUPPLY OF COMPUTER HARDWARE  
AND PERIPHERALS TO UTKAL GRAMEEN BANK  
AS ARE SET OUT IN - UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017**

WHEREAS Utkal Grameen Bank, having its Head Office at Club Pada, Bolangir (Odisha) , and Branches and Regional offices at other places in the state of Odisha has invited Request for Proposal for **SUPPLY OF UPS SYSTEM AND BATTERIES TO UTKAL GRAMEEN BANK** and such services as are set out in the Utkal Grameen Bank , Request for Proposal **UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017**.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, ( hereinafter called as Vendor, who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only).

4. NOW THIS GUARANTEE WITNESSETH THAT,  
We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the UTKAL GRAMEEN BANK, their Successors, assigns that in the event of the UGB coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the UGB, pay without demur to the UGB a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) or any lower amount that may be demanded by Utkal Grameen Bank.

Our guarantee shall be treated as equivalent to the **Earnest Money Deposit** for the due performance of the obligations of the Vendor under the said conditions, provided,



however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the UGB on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the UGB shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the UGB within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the UGB under this guarantee shall be independent of the agreement or agreements or other understandings between the UGB and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the UGB.

6. We hereby further agree that –

a) Any forbearance or commission on the part of the UGB in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the UGB to the Vendor or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Vendor of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto 180 days provided that if so desired by the UGB, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the UGB alone is the conclusive proof, whichever date is later.



f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the UGB against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,  
For and on behalf of

\_\_\_\_\_  
Authorized official.

(NB : This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

**ANNEXURE - 5.4.2**

**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY**

To:  
The General Manager - I,  
Planning & Development Dept.,  
Utkal Grameen Bank, Head Office,  
Club Pada,  
BOLANGIR – 767001  
Dist. Bolangir (Odisha )

Dear Sir,  
**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY  
AS SET OUT IN THE UTKAL GRAMEEN BANK  
RFP NO. UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017**

**GUARANTEE NO:** \_\_\_\_\_  
**AMOUNT: Rs.** \_\_\_\_\_

**GUARANTEE COVER FROM** \_\_\_\_\_ **TO** \_\_\_\_\_

**LAST DATE OF LODGEMENT OF CLAIM** \_\_\_\_\_  
**(3 months after expiry of warranty)**

Whereas \_\_\_\_\_, a company registered under the Companies Act 1956 having its Registered Office at ..... (hereinafter referred to as `vendor' which expression shall include its successors and assigns) entered into a agreement dated \_\_\_\_\_ with Utkal Grameen Bank (UGB) for supply, installation, testing, Commissioning & maintenance of the following hardware, software & services at Utkal Grameen Bank site in \_\_\_\_\_ (hereinafter referred to as `the said agreement') and it has been agreed that a payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of Utkal Grameen Bank agreeing to release a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we \_\_\_\_\_ (Bank) having our head office at \_\_\_\_\_ and amongst other places, a branch at \_\_\_\_\_



\_\_\_\_\_ (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the under takings or committing default in fulfilling any obligation arising out of said agreement, we \_\_\_\_\_ (bank) shall on demand, pay Utkal Grameen Bank without any demur Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and notwithstanding any right the vendor may have against Utkal Grameen Bank or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and Utkal Grameen Bank 's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between Utkal Grameen Bank and the vendor, indulgence shown to the vendor by Utkal Grameen Bank, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by Utkal Grameen Bank in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of Utkal Grameen Bank and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, UGB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to Utkal Grameen Bank of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to UGB in respect of the said contract.

8. Any notice by way of request and demand or otherwise here under may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a

certificate signed by an officer of Utkal Grameen Bank that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- b) This Bank Guarantee shall be valid up to ..... (date which is 3 months after expiry of warranty period) and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ ( three months after the date of expiry of the warranty ).
- d) The guarantor has under its constitution powers to give this guarantee and Shri \_\_\_\_\_ (signatories) Officials / Managers of the Bank who has / have signed this guarantee has/have powers to do so.

Dated this ..... day of..... 2017 at .....

For and on behalf of..... (Bank).

Authorised Signatory ..... in favour of the Bank  
Designation .....

\_\_\_\_\_ An amount to be inserted by the Bank or Financial Institution – Representing the amount of the Advance Payment.



**ANNEXURE - 5.4.3**  
**PERFORMANCE BANK GUARANTEE FORMAT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (name of the Bank) having its Registered Office at ..... and its Branch at ..... (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

**IN FAVOUR OF UTKAL GRAMEEN BANK**, a Statutory Corporation constituted under the Regional Rural Banks Act- 1976, having its Head Office at Club Pada, Bolangir (Odisha), hereinafter referred to as "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

**WHEREAS**

The UTKAL GRAMEEN BANK, having its Head Office at Club Pada, Bolangir (Odisha) (hereinafter called the 'Bank') has invited quotations for **SUPPLY OF UPS SYSTEM AND BATTERIES TO UTKAL GRAMEEN BANK AS ARE SET OUT IN - UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017**

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupees ..... only) as a Bid Security Performance Bank Guarantee.
2. M/s. \_\_\_\_\_, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs...../- (Rupees .....only)

**NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR**

1. We \_\_\_\_\_ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the **Utkal Grameen Bank**, their Successors, Assigns that in the event of the **Utkal Grameen Bank** coming to the conclusion that the vendor ( pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the **Utkal Grameen Bank** , pay without demur to the **Utkal Grameen Bank**, a sum of Rs...../- (Rupees



.....only) or any lower amount that may be demanded by the **Utkal Grameen Bank** . Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupees .....only)

2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupees .....only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the **Utkal Grameen Bank** on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the State Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the State Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the **Utkal Grameen Bank** under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the **Utkal Grameen Bank** and the vendor. This guarantee shall not be revoked by us without prior consent in writing of the **Utkal Grameen Bank** .

We hereby further agree that-

(a) Any forbearance or omission on the part of the **Utkal Grameen Bank** in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the **Utkal Grameen Bank** to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupees .....only)

(b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupees .....only)

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force upto(date) provided that if so desired by the **Utkal Grameen Bank**, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

(e) Our liability under these presents/guarantee shall remain in force till (date) unless these presents are renewed as provided hereinabove on the (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the **Utkal Grameen Bank** alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the **Utkal Grameen Bank** against us under this

guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

(f) The liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by –

(i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern;

or

(ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor

(iii) any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or (iv) any change in the constitution/structure or management of the Bank

or

(v) any dispute between the Bidder and the Bank.

(g) This guarantee shall be governed by Indian Laws and the Courts at ....., India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein :

(a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)

(b) This Bank Guarantee shall be valid upto.....

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
( Authorised official )

**ANNEXURE- 5.5  
MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

---- NOT APPLICABLE ----

**ANNEXURE - 5.6  
PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE UPS & BATTERIES**

---- NOT APPLICABLE ----

**ANNEXURE - 5.7  
DETAILS OF ePROCUREMENT REVERSE AUCTION**

<p align="center"><b>AUCTION TO BE CONDUCTED BY</b></p>	<p><b>e-Procurement Technologies Ltd.</b> (AuctionTiger ) B-705, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p>
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**ANNEXURE - 5.8**

**TENTATIVE LIST OF LOCATIONS**

**Some of the Branches & CSP Points are in Rural areas with difficult terrain, where connectivity and or power supply problems exists. Exact list with details will be provided with Purchase Order.**

**District-wise tentative locations are as below :**

Sl. No.	Name of the Branch / Office	District	




## ANNEXURE- 5.9

### UPS SYSTEM AND BATTERIES TO UTKAL GRAMEEN BANK AS ARE SET OUT IN - UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017.

#### COMPLIANCE CERTIFICATE FOR ELIGIBILITY CRITERIA

Sr. No.	Criteria	Compliance ( Yes / No )	Document to be Submitted / Remarks
	The Bidder should be an established Firm or Company		Documents of incorporation to be provided.
	The Bidder should be in the business of supply, installation, configuration and maintenance and support of UPS systems equipment & batteries in Odisha for at least last 03 years and should be a current legal entity in India.		Certificate of Incorporation and documentary evidence showing bidders is in business of UPS & Batteries for last 03 years.
	The Bidder must have registered net profits during last three consecutive financial years as per audited balance sheets and P& L accounts. i.e. 2014-15, 2015-16 and 2016-17.		Financial statement For 2014-15, 2015-16 and 2016-17..
	The Bidder's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31.03.2017, A certificate to this effect should be obtained from the Bank/Auditor who has signed the Balance Sheet of the Bidder as on 31-03-2017 and submitted along with the Bid.		Certificate from Bank/ Auditor
	The bidder also has to attach an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason		Undertaking by Bidder.

RFP for SUPPLY OF UPS SYSTEMS AND BATTERIES REF : UGB / P&D / UPS-BAT / 2017-18 DATED 14.09.2017	 <b>UTKAL GRAMEEN BANK ; HEAD OFFICE</b>
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	The Bidder should have permanent office in Bhubaneswar or any other major city in Odisha, within the area of operation of Utkal Grameen Bank		Submit address proof.
	The bidder should have their own support centre in India for providing 24 x 7 telephonic technical support and assistance services for immediate response and faster call resolution. Bidder has to provide details of the same with bid submission		List of support centres and the details of technical persons deployed should be enclosed.
	The bidder has to submit copy of PAN card, GST registration, shop and establishment license along with bid.		PAN card, GST registration.
	The bidder should not outsource the contract to any sub-contractor. The bidder should deploy and manage the project with its own resources.		An undertaking from the bidder.

**ANNEXURE-5.10  
BIDDER'S ORGANIZATION PROFILE**

Details of the Bidder:

- 1) Name
- 2) Date of Incorporation and / or commencement of business :
- 3) Certificate of incorporation / Partnership deed :
- 4) Brief description of the Bidder including details of its main line of Business :
- 5) Company / firms website URL ( if any )
- 6) Particulars of the Authorized Signatory of the Bidder :
  - a. Name :
  - b. Designation :
  - c. Address :
  - d. Phone Number (Landline) :
  - e. Mobile Number : Alternate Mobile No :
  - f. Fax Number :
  - g. Email Address :

Dated this ..... day of ..... 2017 at .....  
( place )

For and on behalf of.....



Authorized Signatory .....  
Designation .....

**ANNEXURE-5.11  
NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT ( the “Agreement” ) is made at ..... between:

Utkal Grameen Bank constituted under the Regional Rural Banks Act, 1976, having its Head Office at Club Pada, Bolangir, District Bolangir (Odisha ) ( hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And  
\_\_\_\_\_ ( hereinafter referred to as “VENDOR”, which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing repair and maintenance service , has agreed to provide repair and maintenance service for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

**1. Confidential Information and Confidential Materials :**

(a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement



(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## 2. Restrictions

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) the statutory auditors of the Customer and

(2) regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving



Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### 3. Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for actual, consequential or incidental damages

d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### 4. Miscellaneous.

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.



(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

**5. Suggestions and Feedback**

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_  
(month) (place)

For and on behalf of \_\_\_\_\_

Name

Designation

Place

Signature

For and on behalf of \_\_\_\_\_