



The Kangra Central Cooperative Bank Ltd  
Dharamshala  
H.P. 176 215

**Tender Number KCCB/IT/HW/2022/01**

**Document Cost Rs. 1,000/-**

Last Date of Submission of Bid Documents :- 26/05/2022 upto 1:00 PM  
Bid opening :- 26/05/2022, 3:00 PM

**"Empanelment of Vendors for Supply & Installation of Batteries"**

## IMPORTANT DATES

Sr. No	Description	Schedule
1	Date of commencement of Bidding Process (Posting of Advertisement of Tender on Bank's Web Site and print media)	From 10:00 hrs on 27/04/2022
2	Last date and time for receipt of written queries for clarification from bidders	At 15:30 hrs on 04/05/2022 only through email id: it@kccb.in *Note: Queries received after stipulated date and time will not be entertained.
3	Last Date of Submission of Tender	At 13:00 hrs on 26/05/2022 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215.
4	Opening of Tender Bids	At 15:00 hrs on 26/05/2022 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215.

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## 1. NOTICE INVITING TENDER

The Kangra Central Co-Operative Bank Limited, Dharamshala is a DCCB currently operating in five districts of Himachal Pradesh viz Kangra, Hamirpur, Una, Kullu and Lahaul & Spiti with its head office at Dharamshala and a network of 18 Zonal Offices, 216 Branches and 12 Extension Counters. The Bank has its Data Center at Dharamshala and Disaster Recovery Site at Bengaluru. The Bank is a direct member of National Financial Switch since 2014. The Bank is fully computerized and networked in order to achieve the effective and efficient customer services and back office operations.

The Kangra Central Co-operative Bank Limited invites sealed tenders for the “**Empanelment of Vendors for Supply & Installation of Batteries**” from Original Equipment Manufacturers (OEM) / Authorized Dealer/ Distributor of OEM/ Authorized Business Partner of OEM.

## 2. SCOPE OF WORK

The scope of work includes supply and installation of batteries, as per specifications provided in tender. The supply shall be made at different locations of the Bank on requirement basis. Other provisions as mentioned in the tender elsewhere are also included in the scope of work. The scope of work shall include but not limited to the following:

- 2.1 Supply and installation of batteries as per requirements at different locations of the Bank.
- 2.2 The supplied items shall strictly conform to the specifications, of good quality, and delivered free of any defects during the office hours within 30 days of placing supply order.
- 2.3 The delivered items shall be installed and commissioned by the bidder.
- 2.4 No additional charges whatsoever shall be payable for delivery, installation and commissioning of the batteries.
- 2.5 During warranty period if any battery become faulty and after logging of complaint Service Provider has to deliver the new with no extra cost.
- 2.6 The bidder shall maintain the supplied items free of charge during warranty.
- 2.7 The bidder or his OEM shall provide a convenient mode of lodging the complaint and redressal thereof.
- 2.8 The bidder shall indemnify the Bank against all damages/charges and expenses on account of the negligence of the firm or his servants or damages to the property of any member of the public or any person or in executing the work or otherwise.
- 2.9 The Bank reserves the right to place the order for entire required quantity in one or multiple orders within one year and the bidder shall agree to execute such single or multiple orders.

### 3. INSTRUCTIONS TO BIDDERS

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid. The Bidders are advised to strictly adhere to the proformae provided for that purpose in this document. Any deviation in this matter will lead to disqualification of the Bid.

**DEFINITIONS:** The following definitions shall govern for the respective terms as hereinafter mentioned in this document:

<b>Bank:</b>	The Kangra Central Cooperative Bank Limited, Dharamshala H.P. 176 215.
<b>Bidder:</b>	The prospective tenderer who has duly purchased the Tender Document and intends to offer the goods and services mentioned in this document.

**3.1 COST OF THE TENDER DOCUMENT:** The Bidder shall deposit Rs. 1,000/- (Rupees One Thousand Only) in the form of a Demand Draft favoring Managing Director, The Kangra Central Cooperative Bank Limited payable at Dharamshala being the cost of the tender document along with the Bid. Payment made through any other mode will not be accepted and decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

#### 3.2 SCHEDULE OF TENDER

3.2.1 The sealed bids will be accepted till 13:00 hrs on 26/05/2022 . The Bank may at their discretion extend the bid submission date. The modified target date & time will be notified on the web site of Bank.

3.2.2 The Technical Bids will be opened at 15:00 hrs on 26/05/2022 .The Bidders or their authorized representatives may be present if they so desire.

3.2.3 The Commercial Bids of only technically qualified Bidders will be opened at a date announced by the Bank at the time of opening of the Technical Bids. The Bidders who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

3.2.4 The address for all the above activities is:

**The Kangra Central Cooperative Bank Limited,  
DHARAMSHALA. H.P., 176 215.  
PHONE 01892-224969/223280/229346  
FAX 01892-222386/225600  
<http://www.kccb.in/>  
E-mail: [it@kccb.in](mailto:it@kccb.in),**

**3.3 PROCEDURE FOR SUBMISSION OF BIDS :** It is proposed to have a two-bid system (Technical and Commercial) in five separate sealed covers for this tender.

- a) Earnest Money Deposit & Tender Fee.
- b) Technical Bid.
- c) Commercial Bid.
- d) Copy of Technical Bid.
- e) Copy of Commercial Bid.

Please note that rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate rates.

All the documents viz. Earnest Money Deposit, Tender Fee, Technical Bid and Commercial Bid

prepared and sealed as hereinafter directed along with the Bid Covering Letter as per the proforma given in section 6.1 post typed and signed on the Bidder's letterhead are to be kept in a single sealed cover super-scribed with your reference number, date of submission and the words **“Empanelment of Vendors for Supply & Installation of Batteries”, due on \_\_\_\_\_, NOT TO BE OPENED BEFORE TIME**”.

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. Relevant certificates / documents should be attached.

All pages of the bid except un-amended printed literature shall be initialed by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- a. Earnest Money Deposit, Tender Fee and Covering Letter neatly typed on the letterhead of the Bidder and duly signed by the authorized signatory in the proforma given in Section 6.1, and kept in a sealed cover super-scribed **“EARNEST MONEY, TENDER FEE & COVERING LETTER”** as detailed in Section 3.3.1 below.
- b. Technical Bid, as directed below in Section 3.3.2 below and kept in a sealed cover super-scribed **“TECHNICAL BID”**.
- c. Commercial Bid, as directed below in Section 3.3.3 below and kept in a sealed cover super-scribed **“COMMERCIAL BID”**.
- d. Xerox copy of the technical bid without any cuttings, erasures or modifications, as directed below in Section 3.3.4 and kept in sealed cover super-scribed **“COPY of TECHNICAL BID”**.
- e. Xerox copy of the commercial bid without any cuttings, erasures or modifications, as directed below in Section 3.3.5 and kept in sealed cover super-scribed **“COPY of COMMERCIAL BID”**.

### **3.3.1 Earnest Money Deposit:**

- i. The Bidder shall furnish, as part of its bid, bid security of an amount equal to Rs.25,000/- (Rupees Twenty Five Thousand Only). The bid security is required to protect the Bank against the risk of Bidder's conduct.
- ii. The bid security shall be denominated in the **INDIAN RUPEES** only and shall be in the form of a Demand Draft/FD issued by an Indian Bank not earlier than the date of issue of this Tender, payable to **The Managing Director, The Kangra Central Cooperative Bank Limited at Dharamshala, H.P.** Any bid not secured in accordance with the above will be rejected as non-responsive.
- iii. Unsuccessful Bidder's bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- iv. The EMD of successful Bidder will be retained as Performance Guarantee and will be returned after the completion of contract period after due performance of the obligations of the Bidder under the contract and deduction of penalty if any. NO INTEREST would be payable on this amount.
- v. No claim shall lie against the KCCB in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- vi. The bid security may be forfeited:
  1. if a Bidder withdraws its bid during the period of bid validity; Or
  2. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time and / or conceals or suppresses material information; Or
  3. in case of the successful Bidder, if the Bidder fails to sign the agreement.

### **3.3.2 Technical Bid:**

- i. The Technical Bid should be submitted in a bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by the authorized signatory.

- ii. Technical bid proposal should be as given in Section 6.2 post, neatly typed on the letterhead of the Bidder, duly filled in, signed and complete in all respect. The bids shall inter alia include detailed technical specifications of all the equipment/components in brochure or written form. The Bidders shall enclose certificates from the OEMs for all the goods and services they are intending to offer Service Support to the Bank for 2 years(warranty).
- iii. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Bank.

**3.3.3 Commercial Bid:**

- i. Bid Rates for the fine-tuned Technical Specifications neatly typed on the letter head of the Bidder, duly filled in, signed and complete as per the Prescribed Quotation Proforma as given in Section 6.3 post. The Bidder shall indicate the Rates, the Terms of Reference which are given in the Technical Specifications.
- ii. The details of Rate Schedule for all the goods and services under all the components of this Tender for which the Bidder is intending to quote, as given in Section 6.3 post. The rates in these schedules shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical Specifications. The L1 bidder will be decided on the basis of the price quoted as per "Commercial Bid" for each item as given in Section 6.3 post.

**3.3.4 Copy of Technical Bid:**

Xerox copy of unmodified Technical Bid (exact replica) but duly signed and sealed.

**3.3.5 Copy of Commercial Bid:**

Xerox copy of unmodified Commercial Bid (exact replica) but duly signed and sealed.

**3.4 COSTS INCURRED WITH TENDERING**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Bank and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**3.5 AMENDMENT IN TENDER DOCUMENT**

**3.5.1** At any time upto the last date of receipt of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. All such amendments shall be binding on all the Bidder's.

**3.5.2** In order to afford prospective Bidder's reasonable time to take the amendment into account in preparing their Bids, the Bank may, at its discretion, extend the last date for the receipt of Bids.

**3.6 LANGUAGE OF BIDS**

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Bank, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

**3.7 BID CURRENCY**

The prices in the bid document shall be expressed in Indian Rupees only.

**3.8 VALIDITY**

Bids shall remain valid for 180 days from the last date of submission. The Bidders may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the Bidder to revise / modify the bid. The decision of the Bank in this behalf will be



final, conclusive and binding on the Bidder.

### **3.9 MODIFICATIONS & WITHDRAWAL**

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the Managing Director of the Bank to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

### **3.10 BID EVALUATION PROCESS**

#### **3.10.1 Bid evaluation process will be as follows:**

- i. After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank. Bank will determine to its satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
- ii. The determination will take into account bidder's financial, technical and support capabilities, based on an examination of documentary evidence submitted by bidders.
- iii. Technical Evaluation:-
  - Bank will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bid documents are generally in order.
  - Compliance to Bidder's Qualification Criteria stipulated in Section 4 of the Tender.
  - Review of written reply, if any, submitted in response to the clarification sought by the Bank
  - Technical skill set available, availability of customer support personnel etc., would be considered.
  - Only those bidders who satisfy the technical requirements, accept the terms and conditions of this tender document and submit the certificate/ documents as per Section 4, shall be short-listed for further evaluation.
- iv. Commercial Evaluation:

The commercial bids for only those bidders will be opened who have qualified on the basis of technical evaluation and reviewed to determine whether the commercial bids are substantially responsive. Commercial bids that are not substantially responsive or incomplete in any manner are liable to be disqualified. Evaluation will be done based on prices quoted as mentioned in commercial offer as per Post 6.3. The L1 bidder will be decided on the basis of the price quoted as per "Commercial Bid" for each item. The Bank may opt to empanel more than one vendor, at L- 1 price, if agreed upon by other bidders.
- v. The Bank is under no obligation to accept the lowest or any other offer received in response to this tender and reserves the right to reject any or all the offers including incomplete offers without assigning any reason whatsoever.

## **4. BIDDER'S QUALIFICATIONS**

### **4.1 GENERAL**

- 4.1.1** The Bidder Company shall be a Registered in Himachal Pradesh for GST.
- 4.1.2** The Bidder should be either Original Equipment Manufacturer (OEM) or one of their Authorized Dealer/ Distributor of OEM/ Authorized Business Partner of OEM representatives. In case of authorized representative, a letter of authorization to this effect from OEM should be furnished. The authorization letter should mention that if authorized representative fails to meet the obligations for items supplied and/or to be supplied under this tender, then OEM would be responsible for all obligations for their items.
- 4.1.3** The Bidder Company should be in UPS Batteries sales and service business for at least last two years.
- 4.1.4** The bidder should have successfully executed at least two contracts of similar nature (supply and installation of minimum 300 batteries) with different Banks within the past two years from bid submission date.
- 4.1.5** The Bidder should have a turnover of more than Rs.15 Lakh per annum for last two financial year on the average.
- 4.1.6** The Bidder or the OEM concerned should not have been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings during the currency of this bid. In such cases the bid will be summarily rejected and no correspondence in this matter shall be replied by the Bank. Bidder to submit an undertaking in this regard.

***Documentary evidence in support of all the above eligibility criteria should be furnished with the technical bid.***

## **5. TERMS & CONDITIONS OF THE TENDER**

### **5.1 GENERAL CONDITIONS**

**5.1.1** Minimum validity of the Tender must be 180 days from the date of opening of the Tender.

**5.1.2** Queries received after stipulated date and time will not be considered/entertained.

**5.1.3** The Bank will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder or their Representative.

**5.1.4** The Bidders are required not to impose their own terms and conditions to the bid.

**5.1.5** In case the batteries delivered and installed as specified in the Purchase Order/Agreement, not found ok, the Bidder will have to replace the same as per specifications in the purchase order. All the expenses in this regard for transportation of batteries shall be entirely borne by the Bidder.

**5.1.6** The Bidder shall attend to and put forth the best efforts to rectify any problem to the supplied batteries irrespective of the holidays.

**5.1.7** The Bidder shall replace free of charge all batteries in case is not working/found damaged etc during the warranty period of 2 years.

**5.1.8** The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of information as per the format given in the offer.

**5.1.9** If there is a discrepancy between words and figures, the rate/ amount in words shall prevail.

**5.1.10** Any accident caused to bidder representative/technician during (course of excision of above) work will be taken care of by the bidder itself. The Bank is no way responsible.

### **5.2 PURCHASER'S RIGHT TO ACCEPT / REJECT ANY / ALL BIDS**

**5.2.1** The Bank reserves the right to accept or reject any bid in part/full or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, without thereby incurring any liability to the affected Bidder's or any obligation to inform the affected Bidder's of the ground for its action. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder's.

**5.2.2** The Bank in its best interest reserves the right to accept or reject any make proposed by the Bidder without assigning any reason thereof.

**5.2.3** The Bank reserves the right to re-issue the tender and or any part thereof without assigning any reason whatsoever, at the sole discretion of the Bank. Any decision in this regard shall be final, conclusive and binding on the Bidder's.

**5.2.4** The Bank reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The Bank also reserves the right to delete one or more items from the list of items specified in offer. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

**5.2.5** The Bank may opt to empanel more than one vendor, at L- 1 price, if agreed upon by other bidders.

### **5.3 BID REJECTION CRITERIA**

The bid(s) will be rejected in case of any one or more of the following conditions:

**5.3.1** Bids not substantive and in strict compliance with the proforma given in this document.

**5.3.2** Bids not made in compliance with the procedure mentioned in this document.

**5.3.3** Failure on part of the Bidder to provide appropriate information as required in the

- bid proposal or any additional information as requested by the Bank, including any supporting document.
- 5.3.4** Incomplete or conditional bids or bids that do not fulfill all or any of the conditions as specified in this document.
- 5.3.5** Bids without earnest money deposit.
- 5.3.6** The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that Bidder will be rejected.
- 5.3.7** Material inconsistencies in the information submitted.
- 5.3.8** Misrepresentations in the bid proposal or any supporting documentation.
- 5.3.9** Bid proposal received after the last date and time specified in this document.
- 5.3.10** Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 5.3.11** Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
- 5.3.12** In case the selected Bidder declines to make commercially reasonable efforts to work in collaboration with the agency employed by the Bank for the project management during execution and system maintenance thereafter.

#### **5.4 RESPONSIBILITIES OF THE BIDDER**

- 5.4.1** The Bidder(s) shall Supply & Install Batteries on Buy Back Basis. The rates must include all the charges e.g. OEM support, repair & maintenance, manpower deployment, handling, packing, forwarding, insurance, freight, commissioning, demonstration, etc. if any.
- 5.4.2** The Bidder(s) shall maintain the infrastructure provided by the bank for the implementation and operation of the project and allied services flawlessly.
- 5.4.3** Bidder shall be responsible for the discipline and conduct of the staff deployed. The staff deployed by the Bidder shall be the responsibility of the Bidder at all times and it is expressly understood that such staff shall be the employees of the Bidder. KCCB should not be held responsible for any default and obligation at any time.

#### **5.5 RESPONSIBILITIES OF THE BANK**

The bank shall provide necessary environment to the staff deputed by the service provider to Supply & Installation of Batteries. Beside this, the bank may ask any of the staff of the vendor to perform and carry out any or all the activities or works as warranted under the contract agreement or tender.

#### **5.6 SCHEDULE OF PAYMENT**

100% Payment will be released with in 30 days on submission of:

- 5.6.1** Invoice/Bill duly completed in all respect and accompanied with Installation report duly signed and stamped by the concerned office Incharge of The Kangra Central Co – Operative Bank Ltd.
- 5.6.2** Documentary proof from OEM or on OEM website of having 2 years warranty for Batteries.

#### **5.7 EARNEST MONEY**

Earnest Money @ Rs. 25,000/- (Rupees Twenty Five Thousand Only) should be submitted along with the Tender in the form of Demand Draft/FD payable in favour of the Managing Director, The Kangra Central Cooperative Bank Limited at Dharamshala. Tenders without Earnest Money shall be out rightly rejected.

- 5.8 RATES :** The rates quoted shall remain firm for the period of **one year** after signing of contract and shall not be subject to any upward modification whatsoever.

- 5.9 Delivery:-** The delivery and installation period of the supplies should be within 30 days from the date of confirmed order from The Kangra Central Co – Operative Bank Ltd.
- 5.10 F.O.R Destination:-** At any Offices of the Bank with in the operational area i.e. Kangra, Una, Hamirpur, Kullu and Lahaul & Spiti districts of Himachal Pradesh.
- 5.11 PENALTIES:** In case of delayed delivery without valid reason, a penalty of an amount equal to 1% per week of order value shall be levied subject to maximum of 10% of the total order value. The purchase order will be canceled and EMD (Performance Guarantee) will be forfeited. Besides, the purchase order for remaining locations may be canceled. The decision of the KCCB in this regard shall be final, conclusive and binding.
- 5.12 TAXES AND DUTIES :**The Bidder shall be solely responsible for the payment of all taxes including GST etc.
- 5.13** Buy back price for 12V/120AH/SMF batteries will not account for commercial comparison. The Bank will however accept the maximum buy back price offered amongst the empaneled bidders for 12V/120AH/SMF batteries.
- 5.14 Warranty:** The bidder/OEM/Manufacturers shall provide for Comprehensive Onsite Warranty for a period of two years from the date of installation. It will also include service parts. The bidder will produce documentary proof of having 2 years warranty.
- The manufacturing date of battery should not be older than three months from the date of delivery and same will be applicable for the replacement of malfunctioning batteries during warranty period.
- 5.15** The empanelment is for the supply of batteries during empanelled period against the requirement which may occur during this period. There is no binding on the Bank to procure batteries of any type during the empanelled period in case no requirement occur. Purchase order will be issued based on the actual requirement of the Bank during the next one year.
- 5.16 RENEWAL OF AGREEMENT:** This agreement will be renegotiated by the Bank and the supplier at the end of the term of this contract for the following years if found appropriate by the Bank.
- 5.17 PERFORMANCE GUARANTEE:**The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs 25,000/- (Rupees Twenty Five Thousand only) by way of demand draft/FD favoring The Managing Director, The Kangra Central Cooperative Bank Limited payable at Dharamshala only. EMD of successful Bidder will be retained as Performance Guarantee and will be returned after the completion of contract period after due performance of the obligations of the Bidder under the contract and deduction of penalty if any. NO INTEREST would be payable on this amount.
- 5.18 INSURANCE:** The Bank will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery on all risks basis, including war Risks and strike clauses etc. during transit. The insurance shall be the responsibility of the Bidder up to the delivery at site.
- 5.19 INDEMNITY**
- 5.19.1** The Bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the unaltered proprietary products or any part thereof in India or abroad.
- 5.19.2** The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.
- 5.19.3** The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

**5.19.4** The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use of all the software supplied by the Bidder, including all inventions, designs and marks embodied therein in perpetuity for their own use.

## **5.20 CONFIDENTIALITY**

**5.20.1** The Bidder shall not, and 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 Bidder 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.

**5.20.2** The Bidder shall not without the Bank's prior written consent, make use of any document or information.

**5.20.3** 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 Bidder's performance under the contract if so required by the Bank.

## **5.21 RBI/NABARD Compliance**

**5.21.1.** The Service Provider agrees to provide the Bank with the right to conduct audits on the Service Provider whether by Internal or External Auditors or by agents appointed to act on its behalf or to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services offered to the Bank. (Compliance to RBI Guidelines RBI/2021-22/64 DOR.ORG.REC.27/ 21.04.158/ 2021-22 dated 28 June 2021-5.5-viii).

**5.21.2.** The Service Provider agrees to allow RBI/NABARD or person authorised by it to access the Bank's Documents, records of transactions, logs and other necessary information given to, stored or processed by the Service Provider within a reasonable time. This includes information maintained in paper and electronic form. (Compliance to RBI Guidelines RBI/2021-22/64 DOR.ORG.REC.27/ 21.04.158/ 2021-22 dated 28 June 2021-5.5-ix)

**5.21.3.** Service Provider agrees to allow RBI/NABARD to cause an inspection of service provider of the bank and accounts by one or more of its officers or employees or other authorised persons. (Compliance to RBI Guidelines RBI/2021-22/64 DOR.ORG.REC.27/ 21.04.158/ 2021-22 dated 28 June 2021-5.5-x)

**5.22. FORCE MAJEURE DURING THE PENDENCY:** During the pendency of the contract if the performance in whole or part thereof by either party is prevented / delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after resumption of normalcy.

**5.23. ARBITRATION :**All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by the Managing Director, Kangra Central Cooperative Bank Limited, Dharamshala, H.P. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1966 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Dharamshala.

**5.24. APPLICABLE LAWS & JURISDICTION OF COURTS :**In all matters and disputes arising here under, shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of courts having jurisdiction in Himachal Pradesh.

## 6. BID PROPOSAL PROFORMA

### 6.1 BID COVERING LETTER

To  
The Managing Director,  
The Kangra Central Cooperative Bank Limited, (Head Office),  
Sehkar Jyoti Bhawan,  
Civil Lines, College Road,  
Dharamshala. H.P.-176 215.

Dear Sir,

#### Supply & Installation of UPS Batteries

### 1 Terms & Conditions

**1.1.** I / We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this Request for Proposal do hereby propose to provide goods and services as specified in the bidding document for the next one year from the date of empanelment.

**1.2.** I / We, the undersigned Bidder(s) having submitted the qualifying data as required in your Request for Proposal, do hereby bind ourselves to the conditions of your Request for Proposal. In case any further information/documentary proof in this regard before evaluation of our bid is required, I / We agree to furnish the same on demand to your satisfaction.

### 2 Rates & Validity

**2.1.** All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of one years from the date of empanelment.

**2.2.** I / We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I / we shall pay the same.

### 3 Deviations

I / We declare that all the goods and services shall be delivered strictly in accordance with the Technical specification, Time Schedule and other terms of the Request for Proposal Document.

### 4 Bid Pricing

I / We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

### 5 Earnest Money

I / We have enclosed the earnest money as required of the request for Proposal Document. In case of default it is liable to be forfeited in accordance with the provisions enumerated therein.

### 6 Details of cost of RFP Document:

Value	1,000/- (Rupees One Thousand Only)
Demand Draft Number with Date	
Name and Branch of the Bank	

### 7 Details of Earnest Money Deposit:

Value	25,000/- (Rupees Twenty Five Thousand Only)
Demand Draft/FD Number with Date	
Name and Branch of the Bank	

### 8 Performance Guarantee

I / We shall submit a Performance Guarantee as required of the Request for Proposal Document.

**9 Declaration**

I / We hereby declare that my / our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my / our knowledge and belief and nothing has been concealed therefrom.

Thanking you,  
Yours faithfully,

(Signatures)

Date:

Place:

Name:

Designation:

Seal



## 6.2 PROFORMA TECHNICAL BID

1	Bidder's Proposal Reference No & Date	
2	Bidder's Name and Address	
3	Contact Person Designation Telephone Number Fax Number e-mail Address	
4	Please enclose Company's PAN Card copy and the latest Income-tax Clearance letter	
5	Please enclose printed leaflets / specification sheets of the products being offered.	
6	Please enclose an undertaking on the letterhead of the Bidder that they have not been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings.	Annexure EG-1
7	The Bidder Company should be in existence for minimum two years in Himachal Pradesh please enclose relevant certificate of Incorporation along with copy of GST registration number.	Annexure ET-1
8	If the Bidder is not OEM for any particular goods or services, please enclose relevant Authorization Certificates from OEM.	Annexure ET-2
9	Please enclose copy of at least two Purchase Orders one year older from the date of bid submission for UPS batteries.	Annexure ET-3
10	Please enclose two Purchase Order for UPS Batteries sales and service business along-with successful execution certificate of two contracts of similar nature (supply and installation of minimum 300 batteries) with different Banks within the past two years as on date of bid submission	Annexure ET-4
11	Please enclose financial accounts (Profit and Loss account and Balance sheet for last year)	Annexure ET-5

(Signatures)

Date:

Place:

Name:

Designation:

Seal

### 6.3 PROFORMA COMMERCIAL BID

Please note that this proforma should tally the relevant rate schedules and should reflect the amount to be paid by the bank inclusive of GST. In case of any mistake or discrepancy is noted in this proforma and the relevant rate schedule, the Bank reserves its absolute right to reject the bid without assigning any reasons.

Make: \_\_\_\_\_

#### A. Rate Schedule:-

Sr. No.	Item Description	12V/42AH/SMF Batteries (Catagory I)	12V/65AH/SMF Batteries (Catagory II)	12V/100AH/SMF Batteries (Catagory III)
1	Rate per Battery(Exide/Quanta/Panasonic)			
2	GST(.....%)			
3	Rate per Battery incl. GST			

#### B. Buy Back Schedule:-

Sr. No.	Description	Specification of Batteries for Buy Back			
		12V/42AH/SMF	12V/65AH/SMF	12V/100AH/SMF	12V/120AH/SMF
1	Buy Back Rate per Battery ( of any Make)				
2	GST @18%				
3	Net Buy Back Rate per battery incl. GST				

#### Note:-

1. Comparison will be made on the Net value of respective category of batteries & Less buy back price of corresponding category of batteries.
2. Please mention the make (Exide/Quanta/Panasonic) otherwise bid will be rejected.
3. Bidder quoting bids for any category of Batteries shall compulsory submit quote/bid for buy back of batteries in that category otherwise bids will be rejected.
4. Buy Back Make: - Any make as installed in the Bank.
5. Buy back price for 12V/120AH/SMF batteries will not account for commercial comparison.

Commercial Bid not in conformity with the above format or incomplete in any respect will be rejected / disqualified by the bank.

(Signatures)

Date:

Place:

Name:

Designation:

Seal