

BATTERY TENDER



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE, GROUND FLOOR, RAHEJA CHAMBERS,
FREE PRESS JOURNAL MARG, NARIMAN POINT, MUMBAI-21

TENDER FOR REPLACEMENT OF SEALED MAINTENANCE FREE (SMF) BATTERIES UNDER BUY BACK FOR UPS SYSTEMS INSTALLED IN VARIOUS BUILDINGS OF STATE OF BANK OF INDIA, GITC, CBD BELAPUR, NAVI MUMBAI.

PART – A: TECHNICAL BID

Tender Ref. No: 201909061

TENDER SUBMITTED BY:

NAME OF VENDOR

ADDRESS

:

CONTACT PERSON WITH :

MOBILE NUMBER AND

E MAIL ADDRESS

:

GSTIN NO

:

DATE

:

SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.

**Circle Office, 1st Floor, 'C' Wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi
Mumbai 400614.**

Tele:- 022 27537416.

BATTERY TENDER

NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai – 400 021 on behalf of State Bank of India Invites Tenders followed by E-reverse auction/ e tendering for replacement of **Sealed Maintenance Free (SMF) batteries under buy back for ups systems installed at State Bank of India, GITC,CBD Belapur, Navi Mumbai.**

S.No.	Type	Description
(i)	Name of work	Tender for replacement of Sealed Maintenance Free (SMF) batteries under buy back for UPS systems installed State Bank of India, GITC,CBD Belapur,Navi Mumbai.
(ii)	Nature of Work	Replacement of SMF batteries under buy back.
(iii)	List of Approved and Acceptable Make	a) Panasonic b) Exide c) Amar raja Quanta.
(iv)	Eligibility criteria	Original Equipment manufacturer (OEM) or authorized dealer of above approved makes of SMF Batteries. Dealer/distributors must enclose Manufacturers authorization letter.
(v)	Time allowed for completion	4 Weeks
(vi)	Earnest Money Deposit	Rs. 21,000.00 (Rupees Twenty One thousand only) By Demand Draft / Pay Order from any Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS) payable at Mumbai.
(vii)	Cost of Tender document cum Tender Processing Fee (Non-refundable)	Rs. 3,000/- (Rupees Thousand Only) This Non-Refundable amount to be paid only through SB Collect Payment Portal available in SBI's online Banking site i.e. https://www.onlinesbi.com After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer annexure-1 enclosed.
(ix)	Date of issue of tender documents form the Bank's / service provider's website.	07.09.2019 to 25.09.2019 from Bank's website www.sbi.co.in <Link> Procurement News.

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(x)	Last date, time and Mode of submission of sealed Technical Bid document along with EMD, Cost of tender document cum processing Fee and other documents as specified in the tender.	The signed and stamped copy of <u>Technical bid along with all documents</u> in sealed envelope should reach to us on or before 25.09.2019 upto 03:00 PM. Note: It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever.
(xi)	Address for submission and opening of Technical bid/prebid meeting	SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD. Circle Office, 1st Floor, 'C' Wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614. Tele:- 022 27537416.
	Prebid meeting	12.09.2019 1200 hrs <i>(All issues relating to technical and commercial shall be escalated in the Pre-bid meeting; no further clarifications will be entertained thereafter).</i>
(xii)	Date and Time of opening of Technical Bid	25.09.2019 by 3.30 PM
(xv)	Date for intimation to Technically Qualified bidders	Shall be communicated by e-mail on or before 5:00 PM, 30.09.2019
(xvi)	Submission of Online Indicative Price Bid (<u>only to those bidders who qualify in Technical Bid.</u>)	Shall be communicated by e-mail
(xvii)	Date and time for opening of Online Indicative Price Bid of qualified bidders.	Shall be communicated by e-mail
(xviii)	Date and Time for E reverse Auction /e tendering	Shall be communicated by e-mail

2.The bidders are requested to submit their bids prior to last date of submission to avoid any technical or other difficulty resulting in non- submission of their bids due to non-availability of website at last moment and or any reason whatsoever. Neither SBIIMS nor the E-Tendering service provider shall be responsible for any issues such as internet connectivity or non-compatibility internet browser. The last date and time of submission of bids will not be extended due to the hanging of the system or congestion due to internet at the end of the bidders at the time of submitting tender.

3. Special attention is invited to all the bidders to quote balanced and workable item-wise rates for all the tenders items as also to understand the rules and procedure applicable for evaluating item-wise proportionate final item-wise rates based on the final bid offered by them in the e-reverse auction. The SBIIMS shall not be responsible in respect of unworkability/ unreasonable/ erratic (item-wise) final rates of the successful bidder evaluated as a result of E-reverse auction process may be due erratic quote in the indicative bid etc. for the reason whatsoever and the bidder shall be bound to execute the jobs on such final rates.

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4. SBIIMS reserves their right to accept or reject any or all tenders either in parts or whole without assigning any reason(s) for doing so and no claim/correspondence shall be entertained in this regard.
Yours Faithfully,

Vice President
For SBI Infra Management Solutions Pvt. Ltd.

SAMPLE BUSINESS RULES DOCUMENT

TENDER FOR REPLACEMENT OF SEALED MAINTENANCE FREE (SMF) BATTERIES UNDER BUY BACK FOR UPS SYSTEMS INSTALLED AT STATE BANK OF INDIA, GITC, CBD BELAPUR, NAVI MUMBAI.

(A) Business rules for E-tendering & E-Reverse Auction:

Against this Enquiry for the subject item/system with detailed scope of work as per our specification, SBIIMS PVT.LTD.ON BEHALF OF SBI may resort to "E-TENDERING & EREVERSE AUCTION PROCEDURE" i.e. ON-LINE BIDDING on INTERNET.

1. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.
2. For the proposed e-tendering, only prequalified firms shall be eligible to participate.
3. SBIIMS will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on Internet.
4. SBIIMS will inform the vendor in writing in case e-tendering, the details of service provider to enable them to contact and get trained.
5. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
6. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of E-tendering/E-Reverse Auction. Without this the vendor will not be eligible to participate in the event.
7. E-tendering/E-Reverse Auction will be conducted on schedule date & time.
8. At the end of E-tendering/E-Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to send through email the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS through service provider within 24 hours of E-tendering/E-Reverse Auction without fail.
10. In case SBIIMS decides not to go for E-tendering/E-Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBIIMS shall be opened as per SBIIMS standard practice.
11. **The E-tendering/E-Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

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SBIIMS shall finalize the Tender through e-tendering followed by E-reverse auction mode. SBIIMS has made arrangement with M/s E Procurement Technologies Ltd., who shall be SBIIMS's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid: -

1. Computerized E-tendering and E-reverse auction shall be conducted by SBIIMS through M/s E Procurement Technologies Ltd., on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back –up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of vendors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBIIMS is not responsible for such eventualities.
2. M/s E Procurement Technologies Ltd., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering and E-reverse auction. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate online in the SBIIMS specified format only.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the E-tendering, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hours of closing of E-tendering as per the Annexure respectively.
7. Successful vendor shall be required to submit the final prices, quoted during the exactly in the format issued by SBIIMS/Service provider after the completion of E-tendering to SBIIMS., duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of E-tendering.
8. If no bid is received within the specified date & time, SBIIMS, at its discretion, may decide to / scrap the e-tendering process / proceed with conventional mode of tendering.
9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s E Procurement Technologies Ltd.. The Bidders are requested to change the Password after the receipt of initial Password from M/s E Procurement Technologies Ltd., All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work as per scope of work mentioned in the tender and at the quoted bid price. In case either backs out from their quote or failed to execute the work within the specified or leave the job incomplete, SBIIMS/SBI shall be free to take action against the bidder as deemed fit including forfeiting their EMD/ISD/ASD and to depanel such contractor from the panel of SBIIMS.
11. At the end of the E-tendering and followed by e-reverse auction, the decision of SBIIMS regarding award of Contract shall be final and binding to all the Bidders.
12. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.

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13. SBIIMS, M/s E Procurement Technologies Ltd., shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

14. Bidders are required to submit their acceptance to the terms & conditions / modality (Technical bid) given above before participating in the e-tendering.

15. E-TENDERING/ E-REVERSE AUCTION WINNER: At the end of the E-tendering then followed by E-reverse auction, SBIIMS will evaluate all the bids submitted and will decide upon the winner.

16. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
- SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS along with M/s E Procurement Technologies Ltd., can decide to extend, reschedule or cancel any E-tendering.
- M/s E Procurement Technologies Ltd., shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/s E Procurement Technologies Ltd., is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s E Procurement Technologies Ltd., will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

17. PROCESS TO DECIDE THE WINNER I.E. L-1 BIDDER:

The SBIIMS may within the sole discretion choose to conduct E-reverse auction either item-wise or on cumulative total tender amount (i.e Algebraic sum of the amount of each individual items evaluated in the indicative price bid. At the end of the E-tendering, SBIIMS will decide upon the winner. SBIIMS's decision on award of Contract shall be final and binding to all the Bidders.

i) Special attention is invited to all the bidders to quote competitive / balanced and workable item-wise rates for all the tenders items as also to understand the rules and procedure applicable for evaluating item-wise proportionate final item-wise rates based on the final bid offered by them in the e-reverse auction. The SBIIMS shall not be responsible in respect of unworkability / unreasonable / erratic (item-wise) final rates of the successful bidder evaluated as a result of E-reverse auction process may be due erratic quote in the indicative bid etc for the reason whatsoever and the bidder shall be bound to execute the jobs on such final rates.

ii) In case E-reverse auction is carried out item-wise the bidder whose cumulative total tender amount (evaluated on the basis final item-wise rates at the end of E-reverse auction) stands lowest (i.e L1) shall be the winner subject to approval of their tender by the competitive authority.

iii) In case it is decided to go for E-reverse auction on the total tender amount (sum of all items), the following example will clarify the process to be followed by the SBIIMS. in the proposed reverse auction to decide the winner i.e. L-1:

Illustrative Example:

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- The per unit Indicative Price Bids shall be submitted by the various bidders in the following format:

S.No.	Item description	Quantity	Unit	Rate Per Batteries (in Rupees) ***	Amount (In Rupees) ***
(1)	(2)	(3)	(4)	(5)	(6)
1	Supply and Installation of SMF Batteries	2	Nos	5000.00	10,000.00
2	Buy Back Price of Old SMF batteries	2	Nos	(-)500.00	(-) 1000.00
Total Tender amount (sum of Items 1 to 2) denoted by (A)					Rs. 9,000 (say)

*** The prices and amount mentioned in the above table are only meant for “Illustration” and the same has no relevance to the actual Item-wise **Indicative** Price Bid required to be quoted by the bidders.

iv) The SBIIMS shall decide, within its sole discretion, the “Start Bid Price” based on the lowest “**Indicative** Bid Price” received against “(A)” in the table above which may be equal to or less than the factor “A” and the “Decremental value” by which bidders shall be permitted to reduce and revise their bid, if they desire to do so.

v) At the end of the reverse auction process, suppose the winner (L-1 bidder) offer their final quote against “A” (i.e. Algebraic sum under Column no. 6 in the above table) as Rs. 8,100.00 (denoted by “B” hereinafter), the K-Factor shall be determined as under:

$$i. K=(B\div A) \text{ i.e. } (8,100\div 9,000) = 0.9000$$

vi) The Final Items-wise rates of the L-1 bidder shall be evaluated by multiplying their Item-wise quoted rates in the **Indicative** Price Bid by the Factor “K” calculated as above (i.e. proportionately reducing Indicative quote for all the tender items). Accordingly, in the above illustration, the final prices of the winner shall be evaluated as under:

S.No.	Item description	Qty	Per Batteries	Amount of Batteries quoted in Indicative Price Bid (in Rupees)***	Factor "K"	Final amount (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	Supply and Installation of Batteries	2	5000.00	10,000.00	0.9000	9,000.00
2	Buy Back Price of Old Batteries	2	500.00	(-) 1000.00	0.9000	(-) 900.00
Total						8100.00

Similarly, the L-2, L-3 ...and so on bidders shall be evaluated and declared.

In case of doubt, if any, in the above process, the bidder may seek requisite clarifications during the pre-bid meeting after submitting their queries in writing within the stipulated date and time.

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19. As mentioned in Clause A-8, under Business Rules for E-tendering & reverse Auction the lowest bidder shall be bound to send price confirmation (in the prescribed format typed on the Letter Head of the Bidder duly scanned) through email (followed by original hard copy) on case-to-case basis to SBIIMS through Service Provider within 24 hours of E-Reverse Auction without fail. In case of failure to do so SBIIMS shall be free to initiate action as proposed in this tender.

20. The SBIIMS may choose to conduct E-reverse auction item wise within its sole discretion to which vendor will not object. However, L1- bidder shall be decided on the lowest amount finally offered by the bidder.

21. SBIIMS shall be at liberty to cancel the E-tendering/reverse auction process at any time, before ordering, without assigning any reason and no claim for compensation on this account shall be entertained in this regard.

22. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

23. Bidders are required to submit their acceptance to the terms / conditions / modalities in respect of Technical bid, Indicative Price Bid and E-reverse Auction Process mentioned above before participating in the e-tendering.

24. The successful bidders shall, within 7 days from the date of receipt of Letter of work Order from the SBIIMS, liable / have to enter into agreement in the prescribed format to conclude the contractual formalities. Unless such an agreement is entered, the bidder shall not be allowed to undertake the work. Any delay in execution of agreement on the part of Vendor, beyond above mentioned period of 14 days, without any valid reasons and acceptable to SBIIMS, will entitle the SBIIMS. to cancel the work order and forfeit EMD of the defaulting Vendor and to award the work to next lowest bidder within its sole discretion.

25. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

26. The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.

27. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.

28. SBIIMS along with M/s E Procurement Technologies Ltd., can decide to extend, reschedule or cancel any E-tendering.

29. SBIIMS or its authorised service provider is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s E Procurement Technologies Ltd., will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B. All the Bidders are required to submit the Process Compliance Statement (Annexure 1) duly signed to M/s E Procurement Technologies Ltd.,

- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

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DRAFT ARTICLES OF AGREEMENT. (SAMPLE ONLY:- AS ENTERED WITH LIFT VENDOR)

(Site specific draft agreement shall be approved by the SBI prior to its execution)

AGREEMENT FOR..... CONTRACT OFT STATE BABK OF INDIA AT GITC BELAPUR. BETWEEN STATE BANK OF INDIA, GLOBAL IT CENTRE, BELAPUR

AND

This Agreement for Lift AMC services (hereinafter “the agreement”) made on day of 2019

Between

*State Bank of India, a body Constituted under the State Bank of India Act, 1955 having its corporate office and central office at the State Bank Bhavan,
Madame Cama Road, Nariman Point, Mumbai -400021and Global IT Centre at plot no. 8,9,10 Sector-11,CBD, Belapur, Navi Mumbai-400614 hereinafter
to as “the Bank” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to meanand include its successors in title
and assigns of First Part.*

And

Johnson Lifts Pvt. Ltd. Incorporated under the companies Act, 1956/2013 having its office at No.14, WICEL, Opp Seepz gate no.1, Central Road, Andheri (E), Mumbai – 400 093 and Head office at No.1, East Main Road, Anna Nagar, Western Extension, Chennai – 600 101 (hereinafter referred to as the “Vendor/Service Provider/Agency” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its legal heirs, representatives, successors and permitted assigns) of the Second PART.

WHEREAS the SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS), (a wholly owned subsidiaries of State Bank of India) invited for providing service for the State Bank of India (party of the first part) at SBI GITC, Belapur, Navi Mumbai and the party of the second part was selected for and agreed to provide the Services for RENEWAL OF COMPREHENSIVE MAINTENANCE CONTRACT OF 8 LIFTS INSTALLED AT STATE BABK OF INDIA AT GITC BELAPUR.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

1. DEFINATIONS & INTERPRETATIONS:

1.1 Capitalized Terms:

The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this agreement.

1.1.1 "Agreement" means this agreement including all its Annexure, Schedule, documents ref. Work order no. SN/2018-19/1073 date 01.12.2018 hereinafter referred as "Work Order" all amendments therein agreed by the Parties in writing.

1.1.2 "The Bank" means State Bank of India (including its domestic branches), its subsidiaries and joint ventures.

1.1.3 "Service" means services and maintenance to be provided as per the requirements specified in the agreement, annexures, documents and any other incidental services and other obligation of the service provider covered under the agreement.

1.1.4. "Project Cost" means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. 40,27,537/- Plus GST (fourty lacs twenty seven thousands five hundreds and thirty seven only) for the full and proper performance of its contractual obligations.

1.2 Interpretations:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plurals and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provision of the contents table, headings, clause numbers, italics, bold print and underline is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The schedules, Annexures, work order and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreement.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substitute for, and any statutory instrument issued under the statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9. The terms not defined in this agreement shall be given the same meaning as given to them in the work order No...SN/2018-19/1073 dated 01.12.2018 If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

2. COMMENCEMENT & TERM:

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2.1 The agreement shall be valid for the period from the date of commencement of work i.e for lift no. L-G 5705 to L-G5708 is 01.07.2018 To 31.10.2021 & for Lift no. L-G 5701 to L-G5704 is 01.11.2018 to 31.10.2021 subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirement/ satisfactory services etc., the Bank shall have the right at any time to terminate the contract by giving prior notice and making all the payments due, if any till such period the services were rendered by the Service Provider.

2.2 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term as the case may be. The Bank may consider renewal of the AMC contract tender provisions subjects to satisfactory performance. However, renewal of contract is the discretion of the BANK and cannot be claimed as right of the contractor.

2.3 AMC period shall be from 01.07.2018 To 31.10.2021 for Lift No. L-G5705 To L-G5708 & For Lift No. L-G5701 To L-G5704 is 01.11.2018 To 31.10.2021

3. SCOPE OF THE AMC SERVICES AND MANPOWER:

3.1 Scope of Service:

A) Preventive Maintenance Services

Lift shall be regularly, at least once in every month and systematically examined, adjusted and lubricate and if conditions warrant, the components rendered defective due to normal wear and tear will either be repaired or replaced without any extra charges except which are excluded in part B. Company shall ensure the proper working of lift controller and safety interlocks to prevent any type of malfunctioning of the lifts.

(i) Routine servicing/troubleshooting/ seating/ adjustment / cleaning/ lubrication/ checking of safeties etc. To ensure smooth and trouble free working of the lifts.

(ii) Repairs / replacement of the lifts including re-loading software etc. In the event of any breakdown including replacement of spares/ components/ sub-system/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement / repairs.

(iii) Import of spares and stocking them shall be responsibilities of the tenderer, non availability of spares/ components will not be accepted.

(iv) All manufacturers preventive maintenance schedules/ replacements/ periodicity of components like ropes, electrical/electronics parts including checking of safety devices, protections like rope slip, load testing etc, shall be strictly followed as per maintenance indicated above.

(v) The scope of maintenance in addition to periodic maintenance will also include attending to / any number of breakdown calls.

f) The major repair resulting in stoppage of the lift shall be rectified within 4 days, The following items will be considered as Major repair:

(a) Rewinding of Motor

(b) Replacement of rope.

(c) Replacement of bearing, gears etc. In gear box,

(d) Replacement of guide shoes for the car and counter weight.

(e) Replacement of trailing cables/ control wiring.

(f) VVVF controller replacement.

(g) Replacement of car and counter weight bearing.

B) EXCLUSIONS

Assume no responsibility for refinishing, repairing the following non-proprietary items of the lift of the lift equipment and we have not included for the same in this contract; Car enclosures, car flooring, hoist way enclosure, hoist way and car door, door and gate handles, door beading, door glasses, door frames, sills, push box covers in landings and car electric incoming mains, main switch, EPBX Telephone intercom, All kind of TFT/LED/LCD displays, access control systems, fan and light fittings, mirror, alarm bell and buzzer, emergency light, alarm device & batteries.

3.2 Service Provider shall strictly comply with all requirements of labour and such other statutory laws in relation to the services to be provided and the personnel engaged by it and he shall be solely responsible for all acts of the said personnel so enrolled/engaged and shall and will not be any privities of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Service Provider. The bank shall not be liable / or answerable for any claims or demands which may be raised by the personnel so engaged by the Service Provider and it shall be the sole responsibility and liability of the Service Provider to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

3.3 Service Provider shall be responsible for the good conduct and performance on the part of his personnel and the Service Provider shall and be deemed for all legal and contractual purposes, the employer of the said personnel engaged by it and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. Service Provider will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services who may be unsuitable or incompetent, or whose conduct is not trustworthy or who misbehaves and or not courteous with the employees of the Bank or its customers or third parties.

3.4 Service Provider shall be responsible for the training, allotment of duties, hours of work and timing to the engaged personnel for the purpose. Service Provider shall alone have the right to exercise control, give direction and manage the personnel engaged for the purpose.

3.5 Service Provider shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz, supervisors, skilled/unskilled and others etc.

3.6 Service Provider shall obtain adequate Insurance Policy in respect of the personnel engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents. The bank shall not be liable for any claims / demands made by the personnel to be engaged by the Service Provider or for any injury or death of Service Provider's personnel takes place at the premises of the bank due to reasons directly attributable to the said personnel.

4. FEES, TAXES DUTIES AND PAYMENT:

Signature and Seal of the Bidder

BATTERY TENDER

4.1 The Bank shall pay to the Service Provider amounting to Rs. 40,27,537/- more particularly describe in Work Order for rendering the services. The Above said consideration amount as applicable is exclusive of GST or any other applicable taxes as may be levied by the Government in lieu of GST from time-to-time and the same shall be charged in addition to the Consideration Amount.

4.2 No price escalation, except Price Variation/ Escalation clause shall be entertained by THE BANK.

4.3 In addition to the Contract payments, the THE BANK shall pay separately for any additional services required by the THE BANK, which are not specified in the Price Schedule, the cost for which will again be mutually decided by the THE BANK and the Service Provider 4.4 All payments shall be made in Indian Currency by means of an Account Payee Cheques / RTGS/ NEFT only.

4.5 THE BANK shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Service Provider, and the amount so deducted shall be deemed to be a payment made to the Service Provider. THE BANK shall provide a certificate certifying the deduction so made.

4.6 No payment shall be made in advance nor any loan from any bank or financial institution be recommended on the basis of the order of award of work.

4.7 Service Provider shall ensure timely payment of wages/salary to the persons employed by him

4.8 The payment shall be made on quarterly basis at the end of each completed block of 3 months as per agreed annual contract rates for respective years.

4.9 Service Provider shall bear the stamp duty on the original of this agreement and in respect of all agreements that may be entered into with the Bank to give effect to this agreement, which shall be executed in duplicate, and the BANK shall retain the original and Service Provider shall retain the duplicate.

5. AGENCY'S OBLIGATIONS:

5.1 Service Provider shall provide services to Lifts installed at THE BANK's commercial premises as per Schedule of Requirements by the Bank during the Contractual period and it shall always form part and parcel of the Contract. Service Provider shall abide by such assignments as provided by the Bank from time to time.

5.2 Service Provider shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Service Provider and the BANK shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid by the Service Provider

5.3

5.4 Service Provider shall cover its personnel under insurance policy for personal accident and death whilst performing the duty and punctually pay each and every premium as and when the same shall become due during the currency of these presents and THE BANK shall own no liability and obligation in this regard.

5.5 Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements and ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.

5.6 Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.

5.7 The personnel of Service Provider shall not claim to be the employees of the BANK and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment / duty under this Contract from THE BANK. Service Provider shall make them known about this position in writing before deployment under this agreement.

5.8 Service Provider shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. as per their eligibility criteria and shall furnish proof thereof.

5.9 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the parties.

5.10 All necessary reports and other information shall be supplied immediately as and when required and regular meetings will be held with the BANK.

5.11 Service Provider shall not employ any person below the age of 18 years.

5.12 Service Provider will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his employees and THE BANK shall in no way responsible for the same. Service Provider should not wait for the BANK's payment to pay to his employees.

5.13 In case any personnel of the Service Provider suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by Service Provider and THE BANK shall stand indemnified against any such claim for compensation.

5.14 Ensure proper substitute arrangement is made against absenteeism.

BATTERY TENDER

5.16 In case the Manpower provided by Service Provider are found at fault, Service Provider should visit the site immediately to take control of the situation.

5.17 THE BANK shall not be responsible fully or partly to any labour or other dispute that may arise between the Service Provider and their staff.

6. AGENCY'S LIABILITY

6.1 Service Provider shall completely indemnify and hold harmless the BANK and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by Service Provider or any of its employees engaged in the provision of the manpower services to the BANK.

6.2 Service Provider shall not be liable in any way whatsoever and the BANK hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks

6.4 Service Provider shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof without the prior permission of THE BANK. In the event of contravening this condition, THE BANK shall be entitled to place the contract elsewhere at Service Provider's risk and cost and Service Provider shall be liable for any loss or damage, which the BANK may sustain in consequence or arising out of such replacing of the contract.

6.5 Service Provider undertakes, accepts and admits absolute and complete responsibility for the service conditions, claim, damages and other compensations of the personnel enrolled by Service Provider and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligation, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. Service Provider shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.

6.6 Ensure that no employees of Service Provider will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling Service Provider Obligations.

7. INSURANCE:

7.1 Service Provider shall arrange for ESIC/ Workmen's Compensation Insurance as required by Law and undertake to indemnify and keep indemnified the BANK from against all manner of claims and demands and losses and damages and cost (including between Attorney and BANK) and charges and expenses that may be in regard to the same or that the BANK may suffer or incur with respect to and / or incidental to the same.

8. TERMINATION:

8.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the Tender Documents or Work Order;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 8.1 (i) to 8.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

8.2. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

8.3. The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
- (iv) Any document, information, data or statement submitted by Service Provider in response to Tender Documents, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

8.4 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

8.5 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

8.6 If during the currency of the Contract, any Statute, rules/govt. notification prohibits employment of the Contract Labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to Service Provider or its workmen/employees from the date of such prohibition.

10. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES:

BATTERY TENDER

10.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

10.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

10.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

11. LABOUR LAW COMPLIANCES:

11.1 The engagement and employment of labours and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of Service Provider and any breach of such laws or regulations shall be deemed to be breach of this contract. Service Provider should possess, for the entire duration of these presents all licenses and registration as may be required under law and shall be responsible to register itself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under. Service Provider shall comply with all rules and regulations in force under the said Act and Rules.

11.2 Service Provider shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. Service Provider shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

11.3 Service Provider shall be liable solely for any legal dispute / case/ claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

11.4 Service Provider shall be solely responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

11.5 Service Provider shall submit periodical returns as may be specified from time to time under the statutes applicable for the services rendered under this Contract.

11.6 Service Provider shall comply with the provisions of State/Central Government rules and regulations under minimum wages Act. 1948, Contract labour (regulation and abolition) Act. - 1970, Employee Liability Act.- 1938, Workmen's Compensation Act.-1923, Industrial Disputes Act.- 1947, Employees State Insurance Act.- 1948 or Any modifications thereof or any other laws relating thereto and rules made there under from time to time.

11.7 Service Provider shall discharge obligations as provided under various applicable statutory enactment including EPF and Miscellaneous Provisions Act. - 1952, ESI Act. - 1948, The Employees State Insurance (ESI) Act. - 1948, The Contract Labour (R&A) Act.- 1970, The Minimum Wages Act.- 1948, The Payment of wages Act.- 1936 and Others relevant Act., Rules and Regulations instructions etc. issued/ enforced from time to time.

11.8 The workforce deployed for this job contract shall be the regular employee of Service Provider shall be responsible for the recruitment, training and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.

11.9 On commencement of the contract, Service Provider shall continue to have valid ESI, PF Code Number till conclusion of the contract. THE BANK/SBI/IFS reserve the rights to withhold any payment, if ESI & PF contributions are not paid by the Service Provider and proof to that effect have not been produced regularly by Service Provider to THE BANK/ as per their requirement. Non-production of PF & ESI challans of monthly bill subscription before its due date but not later than 21st of every month by Service Provider shall be liable for action against Service Provider and also suitable penalty will be levied by the officer in charge as deemed fit.

12. ADDITIONAL CONDITIONS:

12.1 Resolution of dispute:

All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

12.2 Arbitration:

BATTERY TENDER

12.2.1. If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

12.2.2. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

12.2.3. Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

12.2.4. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

12.3 Governing Language:

English language version of the contract shall govern its interpretation.

12.4 Applicable Laws And Jurisdiction:

This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

12.5 GENERAL INDEMNITY:

:

12.5.1. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

14. GENERAL TERMS AND CONDITION:

14.1 Nothing contained in these presents is intended nor shall be constructed to be a grant, demise or assignment in law of the premises or the articles/equipment's or any part thereof by the Bank to Service Provider and/or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

14.2 Service Provider shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

14.3 Service Provider shall be responsible for any loss due to theft/pilferage and /or damage to the Bank's property when such damage is proved to be caused due to negligence, carelessness or any fault on the part of Service Provider or its Workmen/employees engaged for the service and quantum of loss arrived at by the authorized representative of the Bank/SBIIMS is final and binding on Service Provider and such losses shall be recovered by the Bank/SBIIMS from the charges payable to the Service Provider under clause 2 and otherwise also such losses shall be recoverable by the Bank/SBIIMS. Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

14.4 Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

14.5 This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

14.6 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (v) This Agreement;
- (vi) Annexure of Agreement;
- (vii) Work Order No. _____ dated _____; and
- (viii) Tender Document No. dated

14.7 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

BATTERY TENDER

14.8 Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

14.9 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

15. CONFIDENTIALITY:

15.1 Service provider shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of Service provider during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. Service provider shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. Service provider shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. Service provider shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of Service provider and the Bank shall be entitled to claim damages and pursue legal remedies.

15.2 THE COMPANY shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. THE COMPANY obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason and even after expiry or termination of the agreement.

IN WITNESS WHEREOF, the parties executed this agreement on this ----day of-----,

SIGNED, SEALED AND DELIVERED

For State Bank of India

For Johnson Lifts Pvt. Ltd

Asst General Manager (Estate)

Authorized Signature

Witness

1.

Witness

1.

2.

2.

BATTERY TENDER

INSTRUCTION TO THE BIDDER

1.0 NAME OF WORK

For replacement of Sealed Maintenance Free (SMF) batteries under buy back for UPS systems installed at SBI GITC, Belapur.

2.0 INVITATION OF BIDS

SBIIMS invites items rate tender through by E-tendering System followed by E-reverse auction from the OEM of approved make/Manufactures or dealer/distributor of SMF batteries are only eligible to participate in this e- tender for replacement of sealed maintenance free (SMF) batteries under buy back for UPS systems installed at SBI GITC, Belapur.

3.0 REGISTRATION OF BIDDERS

The Bidders who are qualified in technical bid shall have to register online on website for submission of their Indicative price Bid. Bidders will have to procure Digital Signature Certificate (Type-II or Type-III) as per information Technology Act- 2000 using which they can sign their electronic bids. Bidders can procure the same from any Controller of Certifying Authority(CCA) approved certifying agency etc.

Bidders who already have a valid Digital Certificate do not need to procure a new Digital Certificate.

4.0 DOWNLOADING BID DOCUMENTS FROM THE WEB SITE

The Bidder may download Tender Document from SBI website <https://bank.sbi> under “Procurement News” Link. Bidder must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by SBIIMS.

5.0 AMENDMENT TO BID DOCUMENTS

At any time prior to the deadline for submission of Bids, SBIIMS may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.

The corrigendum/amendment will be issued /published in website <https://bank.sbi> <procurement news> only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

6.0 CLARIFICATION ON BIDS

To assist in the examination, evaluation and comparison of the technical bids, SBIIMS may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, SBIIMS reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

SBIIMS reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform and any amendment shall be available on Bank’s website <https://bank.sbi> <procurement news>.

BATTERY TENDER

7.0 SUBMISSION OF BIDS

The sealed Technical bid (Part-1) and online indicative price bid will have submitted within the time specified on the following manner: -

(a) Technical Bid:

- 7.1 The Tender i.e. Part 1 shall be prepared and submitted in sealed envelope clearly indicating on the covers "Part I – Technical and Commercial Bid. The covers shall be super scribed " For replacement of Sealed Maintenance Free (SMF) batteries under buy back for UPS systems installed at SBI GITC, Belapur" addressed to The Managing Director & CEO, SBIIMS Private Limited, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021. Telegraphic, Fax and E-mail tenders shall not be accepted. The full name, postal address, e-mail address and telefax / telephone number of the tenderer shall be written on the bottom left corner of the envelope. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer's signature. All copies of the tenders should be completed in all respects with all attachments / enclosures / annexures.
- 7.2 The signed and stamped original of the complete Technical bid with all supporting documents in sealed envelope to be deposited in the 'Tender Box' kept at the office, Raheja Chambers, Ground Floor, Free Press Journal Marg, Nariman Point, Mumbai-400021, within the stipulated time / date. No tender will be accepted after scheduled time under any circumstances whatsoever.
- 7.3 The sealed Technical Bid (Part I) of the tender as submitted shall also contain the following:
- i) The Non-refundable tender processing fee of Rs.3,000/- (Rupees Three Thousand Only)
 - ii) Earnest Money Deposit (EMD) of Rs.21,000.00 (Rupees Twenty One thousand Only) in form of Demand Draft in favour of SBI Infra Management Solutions Private Limited payable at Mumbai, issued by a scheduled Bank in India.
 - iii) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.
 - iv) Tenderer shall indicate their service set up details in Mumbai from where the proposed lifts will be serviced. The details shall include number of technical personnel, phone / mobile numbers and addresses for contact / lodging of service requests and also the details of emergency service /after / before office hours available.
 - v) Authorization letter mentioning the name of the representative having Digital Certificate Signature (DSC) valid for 3 months for participation in e-tender and e-reverse auction.
 - vi) Copies of various annexures (from Annexure 1 to 15) duly filled and signed.
 - vii) Customer satisfaction report as defined in Clause 4.1 of SCC.

Technical bids not accompanied with anyone or more documents mentioned above may be summarily disqualified and such bidder will not be liable to participate in price bidding.

BATTERY TENDER

(b) Online Indicative Price Bid:

7.4 Those bidders, who qualified technical bid shall only eligible to submit their Indicative price bid online through E-tendering Process on website The Name of the e-tendering agency engaged by SBIIMS is mentioned below:

7.5 The rates as given in the schedule shall be quoted both in words and in figures. The bidder is required to check the prices/amount carefully before filling the financial bids.

8.0 SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)

The bidder will have to deposit EMD Rs. 21,000.00 (Rupees Twenty One thousand only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favor of "SBI Infra Management Solutions Pvt. Ltd." payable at Mumbai. No interest shall be paid by SBIIMS/SBI.

9.0 PROOF OF EMD AND TENDER PROCESSING FEE

EMD and Tender Processing fee are essential with technical bid otherwise bid is liable to be rejected.

10.0 MANUAL PRICE BID

Manual Price bids shall not be accepted. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

11.0 MULTIPLE BIDS

Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.

12.0 OPENING OF TECHNICAL BIDS

Technical bids will be opened on schedule date as mentioned in NIT in Presence of Tender Committee at our office mentioned below.

SBI Infra Management Solutions Pvt. Ltd., 1st Floor C Wing, SBI GITC, CBD Belapur.

13.0 FINACIAL BID

The date and time of submission of online Indicative price on website m technically qualified bidders as per NIT.

The date and time of e-reverse auction of shall be communicated to all the qualified bidders on their official E-mail address given in the bid document.

14.0 VALIDITY OF BIDS

Tenders submitted by bidders shall remain valid for acceptance for a minimum period of Ninety (90) days from the date of final price discovery either through E-reverse auction or the opening of price bid, if any.

15.0 CONDITIONAL BIDS

Conditional bids would be summarily rejected.

16.0 RECIEPT OF SINGLE OR NO BIDS

Signature and Seal of the Bidder

BATTERY TENDER

In case no bid or single bid is received, or any other reason whatsoever, SBIIMS may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.

17.0 PRE-BID MEETING

For any clarification on the Bidding Document, a pre-bid meeting will be held on schedule date as mentioned in NIT at SBIIMS Office at Nariman Point, Mumbai.

Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting.

18.0 SUBMISSION OF DISCOUNT LETTER

Any separately submitted discount letter on the financial price shall not be considered by SBIIMS and shall be a ground for disqualification.

Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

19.0 CONTACT PERSON

In case of any query, you may contact any of the following officials by mail on headgitc.sbiims@sbi.co.in
Vice President (Electrical) 022 27537416

20.0 EARNEST MONEY DEPOSIT (EMD)

Bidder should pay specified amount towards Earnest Money deposit as follows:

Rs. 21,000.00 (Rupees Twenty One thousand only) in the form of Demand Draft/Pay Order drawn on any Nationalized /Schedule bank in favour of "SBI Infra Management Solutions Pvt Ltd. " Payable at Mumbai.

EMD will not carry any interest.

EMD of unsuccessful bidders will be refunded within 30 days from the date of opening of price bid/ e-reverse auction.

The Earnest Money Deposit submitted by the bidder may be forfeited if,

- (a) Successful bidder fails to deposit security Deposit/ performance guarantee within the period specified in the tender.
- (b) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the SBIIMS,
- (c) Successful Bidder withdraws his tender or backs out after acceptance,
- (d) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
- (e) Bidder violates any of the terms and conditions of the tender,
- (f) Bidder revises any of the items quoted during the validity period,
- (g) Bidder is found to have indulged in fraudulent practices in the bid submission process.

21.0 SITE INSPECTION

BATTERY TENDER

Before submission of offer, the bidders are advised to inspect the site and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

22.0 SCOPE OF WORK.

Removal and taking back of under noted old batteries (under buy back) and, Supply, installation, testing and commissioning of new SMF batteries in existing battery stand with existing connecting cable etc. In case the existing stand and connecting cables do not suit for installation of new batteries, the successful bidder has to provide new battery stand and copper connecting cable at their cost. Bank will not pay any amount for this purpose. The batteries are to be installed at various locations /buildings of SBI GITC located in Navi Mumbai.

1.1	12V 100 AH	Nos	192
1.2	12V 65 AH	Nos	64
1.3	12 V 26 AH /28 AH	Nos	20
1.4	2 V 165 AH	Nos	15
1.5	2 V 100 AH	Nos	15
1.6	12 V 160 AH "Pulse Lite" Brand/ Name	Nos	4
2	Buy back for following existing old batteries on "as is where is basis"		
2.1	12V 160AH (Automotive)	Nos	8
2.2	12 V 100 AH SMF Numeric make	Nos	64
2.3	12 V 65 AH SMF Numeric make	Nos	64

BATTERY TENDER

2.4	2 V 165 AH SMF Exide powersafe	Nos	15
2.5	2 V 165 AH Automotive	Nos	15

23.0 COMPLETION PERIOD

Complete work of both the sites shall be completed within 4 Weeks from the date of issue of Letter of Intent/Work order.

23.1 ACCEPTANCE / REJECTION OF BID

SBIIMS/SBI reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of SBIIMS regarding the same shall be final and conclusive.

18. CONFIDENTIALITY

The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify Employer for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer.

19. WARRANTY: - Two years.

20. Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks for cost of SMF batteries leaves the manufacturer's works till handing over the to SBI/SBIIMS, in the joint names of SBI and the contractor (SBI name being first) and it shall cover the following risk

- Entire contract value including cost of materials.
- Third party insurance to cover for any damages to third party • Civil commotion, riots, war and other disturbances.
- To cover contractor's liability under Workman's Compensation Act 1923.
- To cover against damage, fire, theft, floods and all other natural calamities or any other loss of all material and equipment to be brought at site.
- The contractor shall ensure against all such liabilities and shall continue such insurance during the whole of the time when any persons employed by him are on the works.
- Workmen compensation policy for all the workmen of the contractor at site.
- Fire risk policy.
- Transit Insurance for transportation from manufacturer's works to site (by air/sea/road etc as applicable)

Note:

BATTERY TENDER

These policies shall be valid till the completion of the entire work. If these policies are not provided by the contractor, SBI/ SBIIMS reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor

21. Insurance of works

Without limiting his obligations and responsibilities under the contract the Contractor shall insure in the joint names of the SBI/ SBIIMS and the Contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract.

22. Damage to persons and property

The Contractor shall, except if and so far as the contract provides otherwise indemnify the SBI/ SBIIMS Pvt. Ltd against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution.

20.0 Contractor to indemnify SBI/ SBIIMS

The Contractor shall indemnify the SBI/ SBIIMS against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 19 of this clause.

21.0 Contractor's superintendence

The Contractor shall fully indemnify and keep indemnified the SBI/ SBIIMS Pvt. Ltd. against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI/ SBIIMS in respect of such matters as aforesaid the Vendor shall be immediately notified thereof and the Vendor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify the SBI/ SBIIMS if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the SBIIMS/ SBI in this behalf.

22.0 Accident or Injury to workman:

i. The SBI/ SBIIMS Pvt. Ltd. shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub- Contractor, save and except an accident or injury resulting from any act or default of the SBI/ SBIIMS or their agents, or employees. The Contractor shall indemnify and keep indemnified SBI/ SBIIMS against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii. Insurance against accidents etc. to workmen

The Contractor shall insure against such liability with an insurer approved by the SBI/ SBIIMS during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub- Contractor the

BATTERY TENDER

Contractor's obligation to insured as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that SBI/SBIIMS is indemnified under the policy but the Contractor shall require such sub- Contractor to produce to the SBI/SBIIMS when such policy of insurance and the receipt for the payment of the current premium.

iii. Remedy on Contractor's failure to insure

If the Contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI/SBIIMS may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI/SBIIMS as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor.

iv. Without prejudice to the others rights of the SBI/SBIIMS against Contractor. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages costs, charges, and other expenses paid by the SBI/SBIIMS and which are payable by the Contractors under this clause. The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

23.0 PERFORMANCE BANK GUARANTEE

i) Security Deposit: Immediately after the award of work the Contract, the successful Contractor shall submit Initial Security deposit as mentioned in NIT.

ii) Performance Bank Guarantee: The successful Contractor/bidder shall submit an unconditional Bank Guarantee for 10 % of the contract otherwise 10% amount will be retained from final bill and same will be release after two years warranty period.

24.0 TERMS OF PAYMENT: -

i) **90% on delivery and successful commissioning of batteries**

ii) **10% after two years warranty period. 10% amount will be released in case the bidder submits equivalent amount of Bank Guarantee.**

25.0 TAX DEDUCTION AT SOURCE

Income tax to be deducted at source shall be deducted as per statutory requirements.

26.0 SITE VISIT

The bidder at his own responsibility, risk and cost is expected to visit and examine the site of work and its surrounding and obtain all necessary information that may be necessary for preparing the tender bid and entering into a contract.

The bidder shall make all necessary arrangements for the safety of person visiting the site

The bidder shall confirm such visit in the tender bid in which he will bring up the following:

BATTERY TENDER

- a) Confirmation of the said site visit
- b) Confirmation that he has understood the entire work

27.0 FORCE MAJEURE

Neither Vendor nor SBI/SBIIMS shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract.

As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties, shall mutually decide regarding the future execution of this agreement.

28.0 ARBITRATION / DISPUTE RESOLUTION

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI/SBIIMS or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the respective Circle/Vice President, SBIIMS , of respective Circle Office, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the V.P of respective Circle, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.

The Circle/Vice President, SBIIMS, of respective Circle Office, shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of

BATTERY TENDER

the Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS.

If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager /M.D. & C.E.O. of the SBIIMS Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager/M.D. & C.E.O. of the SBIIMS as aforesaid should act as arbitrator.

conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment thereof and the rules made there under.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The Cost of the reference and of the award shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

29.0 QUOTED RATES AND EVALUATION OF FINANCIAL BIDS

The Contractor is required to submit their Financial Bids online in the prescribed format i.e Section I and Section II provided in Price bid part-2.

The rates to be quoted by Contractor in the financial bids shall be inclusive of all levies/Duties/taxes/Charges etc. but excluding GST. Which will be payable extra as applicable. **GST on buyback rates quoted shall be borne by the vendor**

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On line Indicative Price Bid

SI No	Description	Unit	Qty	Rate	Amount
1	Supply, installation, testing and commissioning of the following Sealed Maintenance Free (SMF) Valve Regulated Lead Acid (VRLA) batteries with interconnecting links as required.				
1.1	12V 100 AH	Nos	192		
1.2	12V 65 AH	Nos	64		
1.3	12 V 26 AH /28 AH	Nos	20		
1.4	2 V 165 AH	Nos	15		
1.5	2 V 100 AH	Nos	15		
1.6	12 V 160 AH "Pulse Lite" Brand/ Name	Nos	4		
	Sub Total –(A)				
2	Less: Buy back price for following existing old batteries on "as is where is basis"				
2.1	12V 160AH (Generator Batteries)	Nos	8		
2.2	12 V 100 AH SMF Numeric make	Nos	64		
2.3	12 V 65 AH SMF Numeric make	Nos	64		
2.4	2 V 165 AH SMF Exide powersafe	Nos	15		
2.5	2 V 165 AH (Non SMF)	Nos	15		
	Sub Total- (B)				
	Net Total (A-B)				

NOTE:-

In case the existing stand and connecting cables do not suit for installation of new batteries, the successful bidder has to provide new battery stand and copper connecting cable at their cost. Bank will not pay any amount for this purpose.

Suitable Battery stands and connecting cables shall be added in the quote.

Signature and Seal of the Bidder

BATTERY TENDER

* The amount quoted here should be for 2 years warranty period.

**The quoted prices should be including transportation, handling charges, road permits, etc. in connection with delivery of Batteries at State bank of India,GITC buildings at Navi Mumbai but exclusive of GST.

*** GST will be paid extra. **GST on buyback rates quoted shall be borne by the vendor**

Seal and Signature of the vendor.

LETTER OF UNDERTAKING

Place -----

Date _____

The Managing Director & CEO,
SBI Infra Management Solutions Pvt Ltd.,
Raheja Chambers, Ground Floor, Free
Press Journal Marg, Nariman Point.
Mumbai-400021.

Dear Sir,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderer and special conditions, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) Description of works	
(b) Earnest Money	Rs. 21,000.00 (Rupees Twenty One thousand only) in the form of demand draft/Pay Order
(c) Time allowed for completion of work from date purchase order.	4 Weeks

BATTERY TENDER

1. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between (SBIIMS) and us in writing. We also agree to keep the Demand Draft towards earnest money valid during the entire period of validity of tender
2. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
3. I / We have deposited a sum of Rs. 21,000.00 (Rupees Twenty One thousand only) of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBIIMS on behalf of SBI.
4. I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.
5. I/ We hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers within seven days of intimation of the same by the SBIIMS/Bank.
6. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
7. We are enclosing a list of our clients and bankers in India with complete details as per the proforma given in the annexure 3
8. The Part 1 i.e the Technical bid shall be submitted in a sealed envelope. Part I contains all commercial terms and conditions and technical particulars and Part II i.e the indicative price should be submitted online in SBIIMS's proforma.

Dated this _____ day of _____ 2018

For and on behalf of M/s _____

(Signature with seal)

Name _____
Designation _____
Place _____
Date _____

BATTERY TENDER

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____ name, address
and date

(2) Signature with _____ name, address
and date

BASIC INFORMATION OF THE BIDDER

1	Name of the Company/ Organization	
2	Year of Establishment:	
3	Constitution of the Establishment:	1. Proprietary 2. Partnership 3. Public Ltd Company 4. Private Ltd Company
4	Place of The site / Registered Office with address	
	Telephone No.	
	cell no	
	Email address	
5	Branch Office in Mumbai with address	

BATTERY TENDER

	Telephone No. Cell no Email address	
6	Name of Chief Executive Proprietor / Partners	
	Telephone No. Cell no Email address	
7	Name of contact person for this tender: Telephone No. : Land Line : Mobile : Email :	
8	Nature of Business	1. Manufacturer (OEM) 2. Distributor 3. Dealer 4. Stockist
9	Whether are you and authorized Dealer for Sales / Service Agent of any of the BATTERIES (If yes, please specify the name of BATTERY)	

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Signature and Seal of the Bidder

BATTERY TENDER

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg, Nariman
Point,
Mumbai - 400021.

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender / Work: -

Dear Sir,

- 1.I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: [Https:// bank.sbi](https://bank.sbi) as per advertisement, given in the above mentioned website(s).
- 2.I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), drawing(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3.The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4.I / We hereby unconditionally accept all the terms and conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5.I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
- 6.I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date: Signature of authorized person Place: Full Name & Designation:
Company's Seal

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

To,

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,

BATTERY TENDER

Free Press Journal Marg, Nariman
Point,
Mumbai - 400021.

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

I/We_ hereby declare and confirm that we have visited the site as referred in SBIIMS Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of
Authorized Representative of
the Bidder)

Date:

NON-DISCLOSURE UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON-DISCLOSURE UNDERTAKING

I/We understand that SBIIMS_____is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s_____who are submitting offer for providing services to SBIIMS _____against Tender Specification No. _____hereby

undertake to comply

with the following in line with Information Security Policy of SBIIMS/SBI _____,

- To maintain confidentiality of documents & information which shall be used during the period of the Contract.
- The documents & information shall not be revealed to or shared with third party.

BATTERY TENDER

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

Note:

The rate quoted will be inclusive of all cost towards labour, transportation, levies, all other duties exclusive of GST. GST will be paid extra as applicable

Important notes before quoting the rates;

1. All the bidders are advised to visit the site of work to understand the scope of work before quoting the rates.

2. The tenderer whose tender is accepted is bound to execute a formal agreement with the Bank in accordance with the draft agreement which will include the notice inviting tender, conditions, other papers therein.

3. Bank will not take any responsibility to provide any material including water / electricity. However, contractor may use the available water / power supply without causing any inconvenience to the Bank functioning.

Date: (Signature of the Contractor)

CHECK LIST FOR BIDDERS.

- 1) Cost of tender and EMD to be paid.
- 2) Valid digital signature
- 3) Valid documents as proof of Incorporation / Dealership etc

Annexure "A".

The steps involved in making the payment through **SB Collect towards Cost of Tender** are as under :-

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:

Signature and Seal of the Bidder

BATTERY TENDER

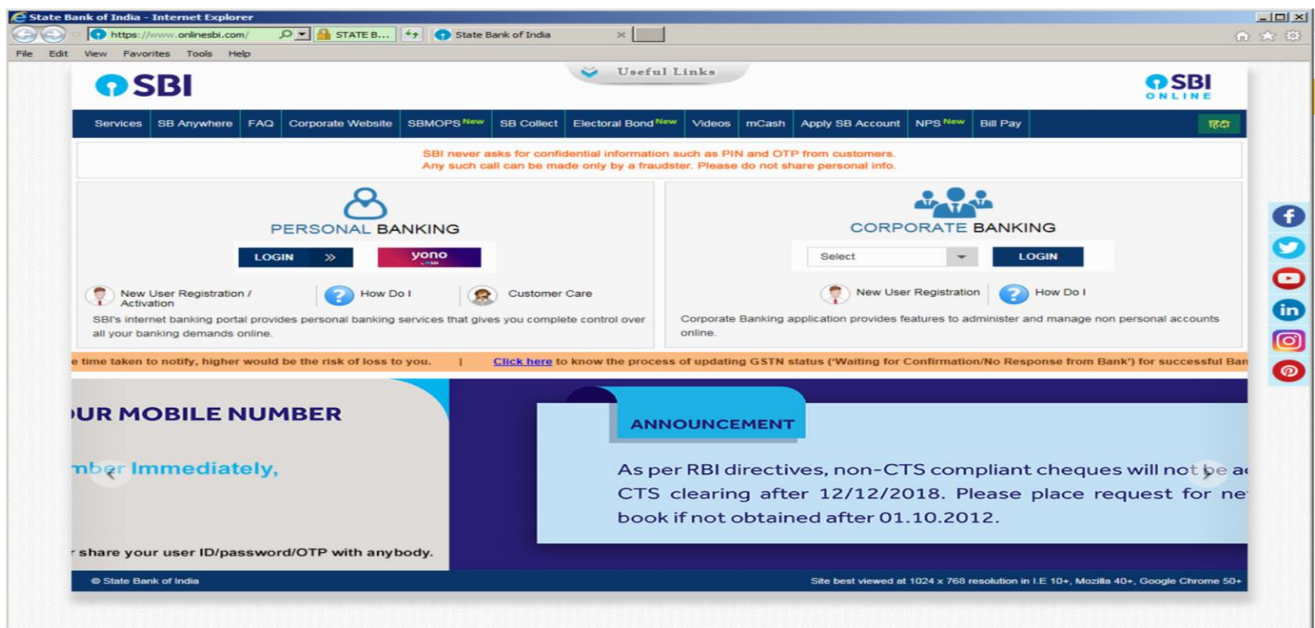
4. Select **"All India"** in "State of Corporate / Institution" & Select **"Commercial Services"** in "Type of Corporate / Institution".
5. **"Go"** will lead to the next page:
6. Select **"SBI Infra Management Solutions"** in Commercial Services Name and **"Submit"**
7. Select **"Tender Application Fee"** in "Payment Category" and enter the **"Tender ID"** exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

NOTE : Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.

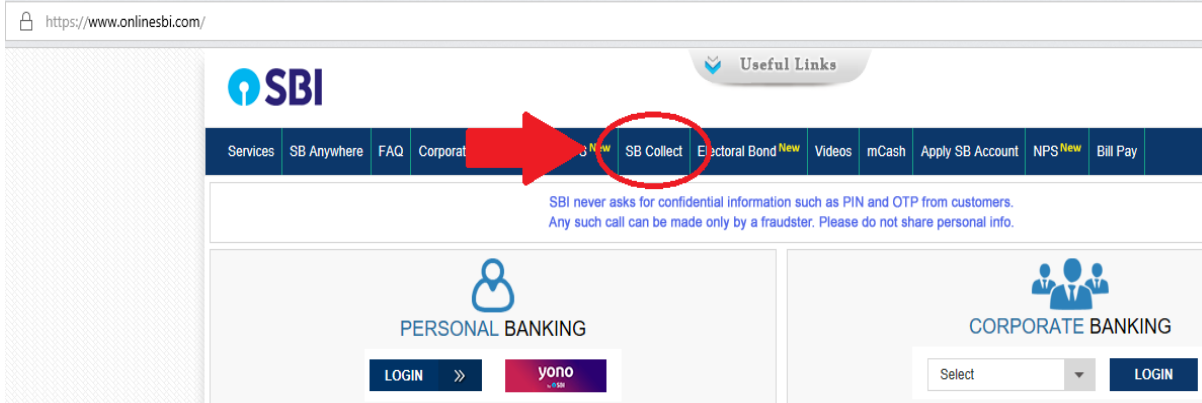
Procedure for payment of Tender Fee through SB Collect payment portal:

The portal link is available in SBI online banking site <https://www.onlinesbi.com/>

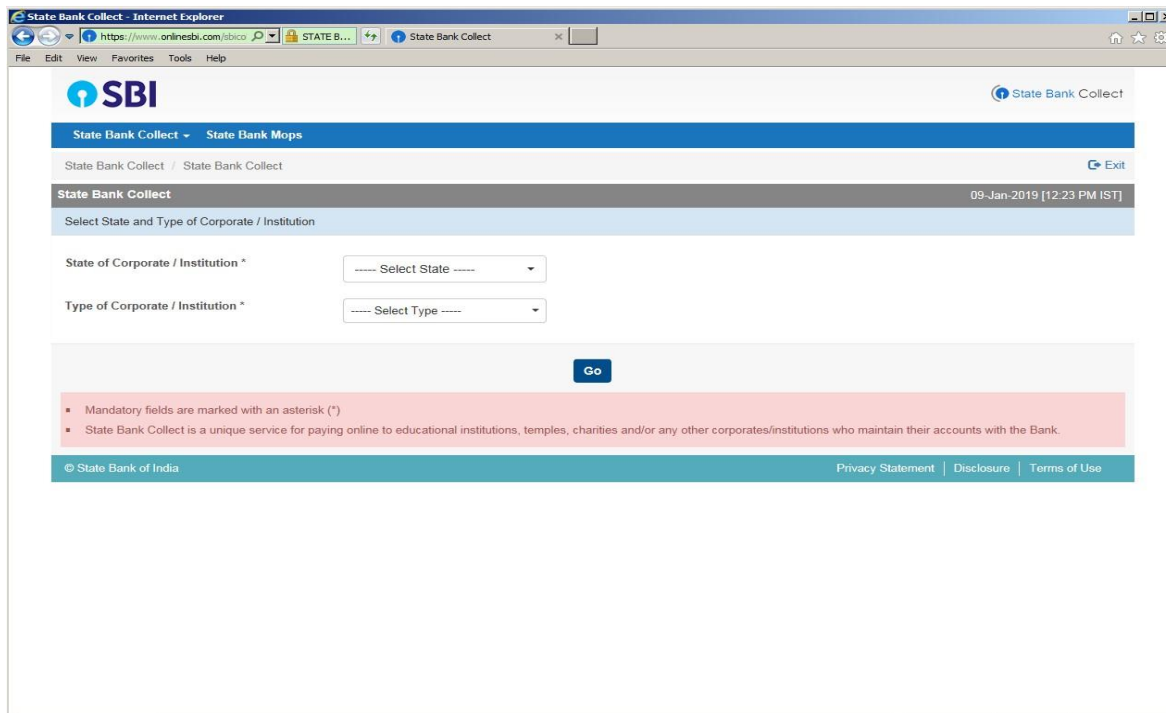


Select **"SB Collect"** from Top Menu, that will lead to the next page:

BATTERY TENDER



“Proceed” will lead to the next page:



Select **"All India"** in "State of Corporate / Institution " & Select **"Commercial Services"** in "Type of Corporate / Institution".
“Go” will lead to the next page:

BATTERY TENDER

The screenshot shows the State Bank Collect website interface. At the top, there is a navigation bar with the SBI logo and 'State Bank Collect' text. Below this, a blue banner displays 'State Bank Collect' and 'State Bank Mops'. The main content area features a 'Select from Commercial Services' section with a dropdown menu labeled 'Commercial Services Name *' and a placeholder text '-- Select Commercial Services --'. Below the dropdown are 'Submit' and 'Back' buttons. A red banner at the bottom of the form area states 'Mandatory fields are marked with an asterisk (*)'. The footer includes '© State Bank of India' and links for 'Privacy Statement', 'Disclosure', and 'Terms of Use'.

Select **"SBI Infra Management Solutions"** in Commercial Services Name and **"Submit"**

The screenshot shows the State Bank Collect website interface after selecting 'SBI Infra Management Solutions Pvt Ltd' from the dropdown. The company details are displayed: 'SBI Infra Management Solutions Pvt Ltd', 'Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021'. Below this, the 'Provide details of payment' section has a dropdown menu labeled 'Select Payment Category *' with a placeholder text '-- Select Category --'. Below the dropdown is a text input field labeled 'Enter Tender ID *'. A 'Submit' button is located below the input field. A red banner at the bottom of the form area states 'Mandatory fields are marked with an asterisk (*)'. Below this, there are three bullet points: 'Mandatory fields are marked with an asterisk (*)', 'The payment structure document if available will contain detailed instructions about the online payment process.', and 'Date specified(if any) should be in the format of 'ddmmYYYY'. Eg., 02082008'. The footer includes '© State Bank of India' and links for 'Privacy Statement', 'Disclosure', and 'Terms of Use'.

Select **"Tender Application Fee"** in "Payment Category" and enter the **"Tender ID"** exactly as we preloaded with characters in Uppercase only in place of Circle Codes. The next Page will be ready with few of the Preloaded Tender Details:

BATTERY TENDER

State Bank Collect - Internet Explorer


State Bank Collect

State Bank Collect - State Bank Mops

State Bank Collect / State Bank Collect

State Bank Collect

09-Jan-2019 (12:35 PM IST)

 **SBI Infra Management Solutions Pvt Ltd**
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021

Provide details of payment

Select Payment Category * ☐ TENDER APPLICATION FEE ☒

Tender ID * MUM2019010005

Tender Name Corp BS

Open Date 06-01-2019

End Date 12-01-2019

Amount in Rupees * 10000

Vendor Email ID

Vendor GST No *

Vendor Mobile No *

Vendor Name *

Remarks

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.

Name *

Date Of Birth / Incorporation *

Mobile Number *

Enter the text as shown in the image *

Mandatory fields are marked with an asterisk (*)
The payment structure document if available will contain detailed instructions about the online payment process.
Date specified(if any) should be in the format of 'ddmmYYYY'. Eg. 02062008

© State Bank of India Privacy Statement | Disclosure | Terms of Use

The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No. Submit the printout of the Receipt