# Tender Notice for supply of LED light fixtures to State Bank of India-GITC Annexe at Belapur Balaji Bhawan

| Name of work  | Supply of LED light fixtures to State<br>Bank of India-GITC Annexe at Belapur<br>Balaji Bhawan  |
|---|---|
| Estimated cost  | Rs 2.80 lacs  |
| EMD to be enclosed with the tender.<br>DD/BC drawn in favour "State Bank<br>of India, Estate Department, Belapur" | Rs3,000/-<br>(without EMD Tender will be rejected)  |
| Eligibility of Contractor   | 1. LED light manufacturers or Dealers or Distributors or Electrical contractors who are based at Mumbai, Navi Mumbai & Thane only need to apply.  2. Bidders to submit proof of Dealer/Distributor along with the technical bid  3. Bidder should have supplied LED light fixtures to any PSU or State or Central Govt departments or Banks or IT companies. Proof for supply to any one of the above should be enclosed with the technical bid |
| Tender document available for download  | 24.07.17 to 03.08.17  |
| Bid Document Availability including changes/amendments, if any to be issued                                       | RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news  |
| Date of submission of tender  | 04.08.17 by 15:00hrs  |
| Date & time of opening of tender  | 04.08.17 at 15:30hrs Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.  |
| Opening of Commercial Bids For any clarification, please contact  | - As above - Chief Manager(Electrical) – 27577388   |
| 2 22 any ciamination, produce contact   | 21017000  |

| Address for submission of bids        | The Assistant General Manager State Bank of India Estate Department, 'C' wing Ground floor, plot no:8,9,10, Sector -11, CBD Belapur, 400 614 Email: sbi.11342@sbi.co.in Ph: 022 - 27577388   |
|---------------------------------------|--|
| Bid validity from the date of opening | 3 months. During the three months bid validity period, the bidder should be ready to supply additional quantities of same fixtures at the same terms and conditions, if required by Bank. Additional quanities will be restricted to a maximum of 30% of tendered quantity   |
| Time for completion                   | 4 weeks from the date of PO  |
| Delivery location  Liquidated damages | State Bank of India, 4th floor, Tower no:4, Belapur Railway Station Building, CBD Belapur Navi Mumbai- 400 614 a sum equivalent to 0.5 % per week or part thereof of contract price subject  |
|                                       | to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay.  |
| Terms of payment                      | i) No advance is payable.  ii) On completion of the supply, 95% of the bill amount will be paid  iii) Balance 5% of cost shall be treated as Retention Money which will be released after the defect liability period of one year from the date of supply of fixtures. Retention money shall be released on producing an acceptable Bank Guarantee for an equal sum valid until the expiry of defect liability period. |

The Contractor should submit the sealed tender in **two covers** (Envelope)

#### **Cover I** The first cover will contain

- A) Earnest Money Deposit
- B) The signed copy of General Condition of contract and Tender specification etc. Contractors to sign in all the pages of the tender and shall be duly stamped
- C) Copy of Dealership certificate
- D) Undertaking in the enclosed format
- E) Proof of having supplied LED light fixtures to any PSU or State or Central Govt departments or Banks or IT companies
- F) Data sheet

#### **Cover II** Second Cover will contain

A) The Signed copy of duly filled in Price bid only

**Note:** The price bid will be opened only if the tender is unconditional.

#### 2. TERMS AND CONDITIONS

- 1. The tender form must be filled in English and all entries must be made by hand and written in ink.
- 2. Each and every page of the tender document must be signed by an authorized person.
- 3. The tenders must be submitted in the prescribed format only. The tenderer must quote the rates and amount in the Bill of Quantities. The rates should be written both in words and figures without any erasures and alterations.
- a. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the tenderer and the correct figures and words neatly rewritten. Over writing is not permitted.
- b. Errors in the Bill of Quantities (BOQ), rates and amount shall be dealt with in the following manner:
- i) In the event of a discrepancy between the rates quoted in words and the rates in figures, the quotient of the total amount divided by the quantity shall be taken into consideration.

- ii) In the event of an error occurring in the amount columns as a result of wrong multiplication and extension of unit rate and quantities, the unit shall be regarded as firm and the amount shall be amended accordingly.
- iii) All errors in totaling the amount column and in carrying forward, the totals shall be corrected.
- 4. The quantities indicated in the BOQ are only probable quantities and are liable to alteration by omission, reduction or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates.
- 5. No alterations which are made by the tenderer in the specifications or in probable quantities accompanying the tender, will be recognized and the tender is likely to be invalidated. Remarks and explanations should be given in a separate cover along with EMD and will become binding only if specially accepted in writing by the Bank at the time of acceptance of tender.
- 6. The tenderer must obtain for himself in his own responsibility and at his own expenses all the information necessary for the purpose of filling the tender and to enter into a contract with the Bank, he must examine the specifications, conditions etc., and must inspect the site of work and must acquaint himself with all the local conditions and matters pertaining thereto.
- 7. The tenderer shall also bear all expenses in connection with the preparation and submission of this tender.

### 8. <u>EARNEST MONEY DEPOSIT (EMD)</u>

The tenderer shall deposit the required EMD in the form of a draft drawn on any schedule bank at the time of submission of the tender. Bank is not liable to pay any interest on Earnest Money.

The EMD for unsuccessful tenderer shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful tenderer shall be retained as part of Security Deposit and for the due fulfillment of the contract. If the successful tenderer refuses to take up the work/does not start the work in time the EMD will be forfeited and the work order will be cancelled.

#### 9. SECURITY DEPOSIT (SD)

Apart from EMD as mentioned above, Security Deposit shall be deducted from bills of the contractor @ 5% of the gross value which includes the

initial security deposit and EMD subject to a maximum of 5% of the tender amount / amount of work done. The security deposit shall be released after the expiry of defect liability period. Security deposit shall not bear any interest.

#### 10. COMPLETION PERIOD

The time is the essence of the contract. The entire supply shall be completed by the Contractor within the stipulated period from the date of receipt of letter of intent issued by the Bank. The contractor should strictly adhere to the completion time schedule.

#### 11. LIQUIDATED DAMAGES:

If the delivery is not completed in the specified time the contractor will be levied liquidated damages @ ½% per week subject to a maximum of 5% of the contract amount.

#### 12. DEFECTS LIABILITY PERIOD:

12 months from the date of completion. The contractor has to undertake repairs / rectifying the defects whatsoever during the defects liability period or if it is not repairable, new replacement shall be done.

#### 13. TAX DEDUCTION AT SOURCE:

IT & WCT and any other applicable taxes will be deducted at source as per the rates prevalent at the time of payment of bill.

- 14. The tenders submitted shall remain valid for acceptance for a period of 90 days from the date of their opening. Should any tenderer withdraw his tender the tender before the expiry of the said period or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.
- 15. The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reasons thereof. Further, the bank reserves the right to award any portion of the work to different tenderers or to award the entire work to one tenderer.
- 16. 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, special conditions, and specification etc., but his liability will commence from the date of the written acceptance of the tender whether the formal agreement is drawn or not.

- 17. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.
- 18. The compensation or other sums of money payable by the contractor to the Bank under the terms of contract may be deducted from his EMD/SD if the amount so permits and the contractor shall unless such deposits become otherwise payable within ten days, after such deductions, make good in cash the amount so deducted.
- 19. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Bank's Engineer.
- 20. On acceptance of the tender the contractor shall in writing inform the Bank names of his accredited representatives who will be responsible to take instructions from the Bank.
- 21. The contractor shall be required to co-operate and work in accordance with such other agencies / specialists as may be employed by the Bank on other work/sub works in connection with the work.
- 22. The rates shall be inclusive of all applicable taxes, cess, octroi, LBT, Service tax, cost of materials, labour, lifting of the materials etc.
- 23. No advance will be paid for purchase of material. Payment will be released only after completion of the work to the satisfaction of the Bank.
- 24. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and amounts stated in the schedule of quantities and / or the schedule of rates and amount which rates and amounts shall expect as otherwise provided cover all his obligations under the contract and all matters and this necessary for the proper completion of the works.
- 25. The contractor shall provide at his own cost all materials for the proper installation of fixtures in the false ceiling
- 26. The contractor shall indemnify the employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fee, damage, cost and charges of all and every sort that may legitimately be incurred in respect thereof.
- 27. The employer is entitled to deduct all taxes and rates as per existing laws and rules, from any moneys due or that may become due to the contractor. The contractor shall indemnify the employer from and against all claims,

demands, proceedings, damages cost and expenses which may be brought or made against the employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any act or sections, Central or State rules and regulations Bye laws of local authorities Panchayat, Collector of any other companies relating to or in water, light or amenities at the site.

28. Work not to be sublet: The whole of the works included in the contract shall be executed by the contractor who shall not directly or indirectly transfer, assign or mutilate the contract or any part thereof or interest therein without the written consent of the employer and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

#### UNDERTAKING TO BE SUBMITTED BY THE CONTRACTOR

[On Company's letter head] (to be included in Technical Bid Envelope)

| Date: |  |
|-------|--|
|       |  |

To:

The Assistant General Manager State Bank of India Estate Department, Ground floor, plot no:8,9,10, Sector -11, CBD Belapur, 400 614

Dear Sir,

supply of LED light fixtures to State Bank of India-GITC Annexe at Belapur Balaji Bhawan:

We have examined the above tender, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to execute the work detailed in this tender. We shall abide by the terms and conditions spelt out in the tender.

- 2. While submitting this bid, we certify that:
  - The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this tender.
  - Prices submitted by us have been arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition.
  - The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this tender.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
  - The rate quoted in the *price bids are as per the tender* and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- 3. If our offer is accepted, we undertake to complete the work within the period specified in this document.

- 4. We agree to abide by all the Bid terms and conditions, of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
- 5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 7. We certify that we have not made any changes from the contents of the tender document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
- 8. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.
- 9. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any bid without assigning any reason or giving any explanation whatsoever. We also understand that the Bank may follow close or open bidding process as per requirements of the Bank.
- 10. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 11. If our bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
- 12. We also understand that the Bank may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
- 13. We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid

| (Signature) | (Name) (In the capac | (Name) | apacity of) |
|-------------|----------------------|--------|-------------|
|-------------|----------------------|--------|-------------|

# **DATA SHEET**

The offered fixtures specifications shall be filled in this format and submitted along with the Technical bid.

| No | Description of specification | Bank's specs            | Offered specs | Bank's<br>specs         | Offered specs |  |
|----|------------------------------|-------------------------|---------------|-------------------------|---------------|--|
| 1  | System Watts                 | 32W (min)               |               | 15W (min)               |               |  |
| 2  | Lumens output                | 3200 (min)              |               | 1500 (min)              |               |  |
| 3  | PF                           | >0.9                    |               | >0.9                    |               |  |
| 4  | Surge protection             | >2.5KV                  |               | >2.5KV                  |               |  |
| 5  | Operating voltage range      | 160-260V<br>(min)       |               | 160-260V<br>(min)       |               |  |
| 6  | Optics                       | Poly carbonate diffuser |               | Poly carbonate diffuser |               |  |
| 7  | Fitting dimension            | 24"x24"                 |               |                         |               |  |
| 8  | Cutout dimension             | 595x595 mm              |               | 165 mm                  |               |  |
| 9  | Construction                 | Aluminium<br>Diecast    |               | Aluminium<br>Diecast    |               |  |
| 10 | Color temperature            | 6500K                   |               | 6500K                   |               |  |

Signature of Bidder

## [On Company's letter head] (to be included in Price Bid Envelope)

### **PRICE BID**

| Sno                 | Description   | Qty              | Unit | Rate/<br>each | Amount<br>(Rs) |
|---------------------|---|------------------|------|---------------|----------------|
| 1                   | Supply of Recess mounted square LED down light in white powder coated extruded aluminium die cast housing equipped with specially designed aluminium heat sink and energy efficient LED driver as per bank's specification. | 45               | Nos  |               |                |
| 2                   | Supply of Recess mounted LED down light in white powder coated extruded aluminium die cast housing equipped with specially designed aluminium heat sink and energy efficient LED driver as per bank's specification.        | 80               | nos  |               |                |
|                     |   | Sub-total<br>Tax |      |               |                |
|                     | lax   |                  |      |               |                |
| Total including tax |   |                  |      |               |                |

Note: The prices quoted above shall be inclusive of cost of all accessories, materials, labour, taxes, levies/octroi, transportation, wastage, handling charges, etc.

Signature of Bidder