

Ref: CO/ITD/1282/R1/2020-21

Date: 21/10/2020

LIMITED RFQ

Request for Quotation

for

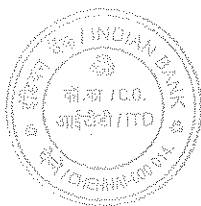
Procurement of batteries for three (3) numbers of 80 KVA UPS

Last Date for Submission of bid: 07/11/2020 (03.00 PM)

Pre Bid Meeting: 23/10/2020 (11.00 AM)

**Indian Bank
Information Technology Department
Head Office,
66, Rajaji Salai,
Chennai - 600 001**

Note: This is limited RFQ and information regarding the same will be informed to the bidders finalized by the Bank.



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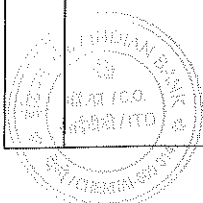
Invitation for Bids

Indian Bank, a leading Public Sector Bank having its corporate Office in Chennai, invites e-tender for Procurement of batteries for three (3) numbers of 80 KVA UPS.

This tendering process shall follow two-part bidding. Bid shall be submitted in two parts, i.e. Technical Bid and Indicative Price Bid followed by an online reverse auction. Lowest Quoted (L1) price will be finalized through online reverse auction process.

1) SCHEDULE

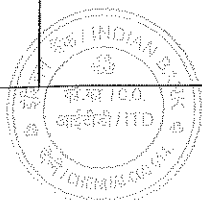
1)	Tender Reference Number and Date	CO/ITD/1282/R1/2020-21 dated 21/10/2020
2)	Last date for seeking clarifications/queries through email @ RAJESH.JADON@indianbank.co.in KANNAN.ELUMALAI@indianbank.co.in Rajesh.Sadanand@indianbank.co.in Rakveer.Kaur@indianbank.co.in	23/10/2020 by 11.00 AM
3)	Last Date, Time for submission of Bids in Online Mode and documents to be uploaded online by Bidders	07/11/2020 at 3.00 PM a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications as per Part-I. g. Any other information sought by the Bank with relevant to this tender
4)	Last Date, Time for submission of Physical Documents and documents to be submitted physically by Bidders (Offline Mode)	07/11/2020 at 3.00 PM Chief Manager (Premises & Expenditure) Indian Bank Corporate Office Premises & Expenditure Department 254-260, Avvai Shanmugam Salai, Royapettah Chennai – 600 014 1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document



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		<p>(Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138 Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2</p>
5)	Earnest Money Deposit/Bid Security	<p>₹1,00,000/- (Rupees One Lakhs only)</p> <p>valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of Submission: Offline)</p>
6)	RFQ Cost	<p>Non-refundable ₹2,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)</p> <p>(Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138 Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p>
7)	Date of opening of Technical Bids (Online & Offline) & Conformity to Eligibility Criteria	<p>07/11/2020 at 3.30 PM</p> <p>Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014</p>
8)	Date of opening of Indicative Commercial Bids (Online& Offline) and Online Reverse Auction	Will be intimated after technical evaluation of the bids submitted.
9)	Online Bid Submission Details	This RFQ will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Nextenders



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	(India) Pvt. Ltd. through website https://indianbankeprocure.etenders.in .
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This RFQ document can be downloaded from the website: <https://indianbank.in/tenders> & e-procurement portal: <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFQ, however Clarifications, Modifications and Date of Extensions, if any, will be posted in website only.

The term "Bid"& "Quote/Quotation" bears the same meaning in this RFQ.

2) ACCESSIBILITY OF TENDER DOCUMENT

Interested bidders may download the tender document for Procurement of batteries for three (3) numbers of 80 KVA UPS from the website <https://indianbank.in/tenders> & e-procurement portal <https://indianbankeprocure.etenders.in>. Please note that your bid is subject to the terms and conditions mentioned in the RFQ.

3) PRE BID MEETING

- A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **23/10/2020**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,
Head Office, Information Technology Department
66, Rajaji Salai
Chennai – 600 001.**

In case, if bidders are unable to attend the pre-bid meeting, same will be addressed through Video Conference/Skype/Web-ex on **23/10/2020** only for the bidders who have submitted the queries within the timelines stipulated in RFQ.

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e Rs.2,000/- (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 6 . Bidders have to ensure that cost of bid document i.e. Rs.2,000/- has already been remitted to the account as mentioned in Schedule 6, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

Indian Bank, Head Office, 66, Rajaji Salai, 2nd Floor, Chennai- 600 001

Bidders who have not attended the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 6) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.



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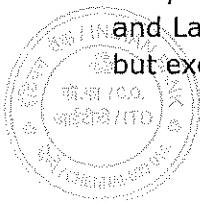
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids:

RAJESH.JADON@indianbank.co.in
KANNAN.ELUMALAI@indianbank.co.in
Rajesh.Sadanand@indianbank.co.in
Rakveer.Kaur@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in website-[https://indianbank.in/tenders&](https://indianbank.in/tenders&https://indianbankeprocure.etenders.in) e-procurement portal <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.

4) PROCEDURE FOR SUBMISSION OF QUOTATION

- Bidders should enroll/ register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents mentioned in schedule 3 are to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 4 of this tender.
- Technical bid contains
 - a. Eligibility Criteria, along with all supporting documents required.
 - b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
 - c. All supporting documents and product literature in support of Technical specifications.
 - d. Relevant brochures
 - f. Compliance to Technical Specifications as per Part-I.
 - g. Any other information sought by the Bank with relevant to this tender
- Indicative price breakup details to be submitted as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction. The indicative price to be quoted should include cost of UPS, accessories duties, levies, freight, insurance, delivery, installation charges and Labour charges, Warranty etc. and other specifications mentioned in Part- I, but exclusive of GST only.



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- Technical bid to be uploaded should be duly signed by the Authorized Signatory under the seal of the bidder in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection. The indicative price quoted should be unconditional and should not contain any strings attached thereto. E-tenders, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the supplier.
- Documents mentioned under schedule 4 shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFQ, due date, name of the Bidder, Quotation reference number etc.

5) SIGNING OF TENDER

Signature should be done electronically as per e tender system. In addition, authorized signatory should sign all the pages of the tender and other supporting documents.

Bank has the right to accept or reject any bid submitted through e-tender/cancel the e-tender at its sole discretion without assigning any reason thereof.

6) BID SECURITY (EARNEST MONEY DEPOSIT) AND COST OF BID DOCUMENT

- The Bidder should furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of **Rs.1,00,000/- (Rupees One Lakhs only)** and valid for 135 days from the last date for submission of Bid, in the format specified in the bid document along with Part-I. Bank may seek extension of Bank Guarantee, if required. NSIC registered bidders are exempted from submission of Earnest Money Deposit.
- The Cost of Bid Document is **Rs.2,000/- (Rupees Two thousand only)** (Non-Refundable). The amount has to be paid by way of a Demand Draft (DD) favoring "Indian Bank" payable at Chennai and enclosed along with the technical bid document or through electronic transfer as detailed in schedule 6. The bid will be rejected if bid document fee of Rs.2,000/- is not submitted.
 - I. Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful bidder/s, whichever is earlier.
 - II. The bidder will forfeit the Bid Security
 - a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or
 - b) in the case of a Successful Bidder/s, if the Bidder fails to sign the Contract or to furnish Performance Security.



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7) ELIGIBILITY CRITERIA

The bidder must satisfy the following eligibility criteria and should submit the required proof.

- The Bidder should be a limited company & manufacturer of UPS and should be in existence in India for the last 3 years as on 31.03.2020.
- The Bidder should be having Positive Net Worth in the three financial years (2017-18, 2018-19, 2019-20).
- The annual turnover should be Rs.1.00 crores or above in each of the three financial years (2017-18, 2018-19, 2019-20).
- The Bidder should have supplied batteries to minimum of 50 UPS (cumulative) in last three financial years to Banks / Financial Institutions / Government Organizations/ Leading Corporates in India.
- The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.
- The Bidder should have Branches / Service Centre Facilities in Chennai.

8) WARRANTY

The unit rate quoted by the bidder should include 3 years Onsite Comprehensive Warranty for Batteries from the date of installation. Quarterly health check-up to be carried out and faulty batteries needs to be replaced without any additional cost.

The supplier must rectify the service call within 24 hours duration from the intimation of the fault. Call should be attended on 24*7*365 days basis during warranty period.

If any critical component of the entire configuration is out of service for more than twenty four hours, the Supplier shall either immediately replace the defective unit or repair it at their own cost.

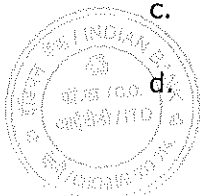
9) EVALUATION CRITERIA

• General evaluation

- The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
- Arithmetical errors will be rectified on the following basis:
 - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail.

If the Supplier does not accept the correction of the errors, its quote will be rejected.

- The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a



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substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.

- **Technical evaluation**

The systems offered should meet all the technical specifications as stipulated in the quote (PART I). The Supplier should agree all the Other Terms and Conditions mentioned in the PART I.

- **Commercial evaluation**

Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 bidder for awarding contract. The eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction. The bidder should have valid digital certificate to participate in the online reverse auction.

10) DELIVERY

Batteries should be delivered within four weeks from the date of Purchase order and installation to be completed within two week from the date of delivery. Total delivery and Installation period should not exceed Six weeks from date of Purchase order.

11) INSTALLATION

The successful bidder is responsible for all unpacking, assembling, wiring, installations. The successful bidder has to coordinate with the UPS vendor for disconnecting the batteries from UPS and connecting the new batteries to the UPS. The successful bidder has to arrange for transportation and removal of old batteries from Bank premises after installation of the batteries. The successful bidder will test and ensure normal functionality of all UPS with batteries and accomplish all adjustments necessary for successful and continuous operation of UPS with batteries at installation site.

12) LIQUIDATED DAMAGES

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipment's are not delivered in time, the Bank may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages. For delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of systems to a location.

13) PACKING

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration,



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where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

14) TERMS OF PAYMENT

100% payment after deducting the buyback price will be released within 30 days on submission of following documents along with a request letter after completion of installation.

- i) Copy of Invoice along with proof of delivery and installation certificate duly counter signed by the Bank's Representative.
 - ii) Transit and Storage cum Erection Insurance Policy.
 - iii) Manufacturer's / Supplier's Warranty Certificate.
- Applicable TDS will be deducted from the payment.

Payment may be released if the delivered goods could not be installed within the period specified in the order, due to reasons attributed to Bank on production of Site Not Ready Certificate from the concerned bank officials where the goods are delivered and on obtaining declaration from the supplier stating that equipment's shall be installed as and when required by the Bank at no additional cost.

15) INSURANCE

The goods are to be insured by Supplier with Bank's name for an amount equivalent to 110% of the invoice value for Transit. The Supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the UPS System proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the Successful Bidder, then the Successful Bidder should make good the loss to the Bank.

If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of the invoice value will be deducted from the payment for each insurance.

16) NEGOTIATION

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.

17) INDEMNITY CLAUSE

The successful bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses including Bodily injury or Death and damage to real property and tangible property for causes attributable to the Bidder. The Supplier shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.



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18) PERIOD OF VALIDITY OF BIDS

Quote shall remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A quote valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

19) ACCEPTANCE OF PURCHASE ORDER

Vendor has to submit the acceptance of the purchase order within 7 days from the issue of Purchase order, duly signed by the authorized signatory.

20) SETTLEMENT OF DISPUTES

1. If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

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

(a) In case of dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.



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(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

4. Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the purchaser shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

21) TERMINATION FOR CONVENIENCE

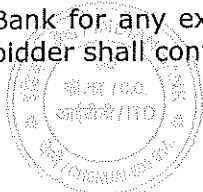
The Bank, by 30 days written notice sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

22) TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder, may terminate this contract in whole or in part:

- a) if the successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the contract, or within any extension thereof granted by the Bank; or
- b) if the successful bidder fails to perform any other obligation(s) under the contract
- c) If the successful bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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



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23) JURISDICTION

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai.

24) IT ACT 2000

The equipments to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

25) LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

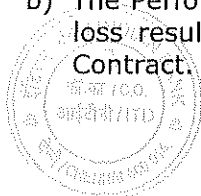
- a) IP Infringement indemnity.
- b) Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.

26) FORCE MAJEURE

- a) The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27) PERFORMANCE SECURITY:

- a) Within fifteen (15) days from the date of issue of the Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to ten percent (10%) of the cost of batteries including three years warranty in the form of a Bank Guarantee, valid for Thirty Nine (39) months with further one (1) month claim period
- b) The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.



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- c) If not invoked, the Performance Security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

28) FALL CLAUSE

The Bidder undertakes that it has not supplied/is not supplying similar product/ systems/ subsystems/ services/ solutions/ software **in a comparable business circumstances** at a price lower than that offered in the present bid in respect of any other Public Sector Bank in India/ PSU/Ministry or Dept of Govt of India any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems was supplied by the Bidder to any other Ministry/Dept of the Govt of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

29) SUB-CONTRACTING

The successful bidder/s will not subcontract or delegate or permit anyone other than the bidder personnel to perform any of the work, service or other performance required of the bidder under this agreement without the prior written consent of the Bank.

30) CONFIDENTIALITY

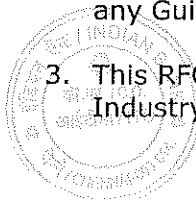
The Bidder/Supplier either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

31) EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

32) OTHER TERMS AND CONDITIONS

1. Bank reserves the right to accept or reject any/all quotation/s at its sole discretion without assigning any reason thereof.
2. The calling for quote does not confer any right on the bidder for being awarded any Guideline rate order in respect of batteries for Offices.
3. This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/



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2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.

4. "The relationship between the Parties is on principle-to-principle basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries or its employees thereof or to provide any Party with the right, power or authority, whether express or implied to create such duty or obligation on behalf of the other party. The parties shall be deemed to be independent contractors and employees of one shall not be deemed to be the employees of the other."



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SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

These Instructions for e-Tendering supplement other terms and conditions of this tender.

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://indianbankeprocure.etenders.in> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.



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9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time as mentioned in schedule 4. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://indianbankeprocure.etenders.in>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (If any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

Note: Please contact M/s. Nextenders Pvt. Ltd.'s support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Nextenders (India) Pvt. Ltd
Yuchit, Juhu Tara Road
Mumbai – 400 049.



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Support Contact No. 020-25315555 Ext no 8 then 8
Support Email: support.indianbank@nextenders.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- Eligibility Criteria, along with all supporting documents required.
- All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Part I
- Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- Earnest Money Deposit/Bid Security
- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 6)

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Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.

The bidder is requested to submit the original documents in a Sealed Envelope on or before **07/11/2020**, 03.00 PM to the address mentioned under schedule 4 of this tender. The envelope shall be super scribed as "**procurement of batteries for three (3) numbers of 80 KVA UPS**" and the words 'DO NOT OPEN BEFORE (07/11/2020 at 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://indianbankeprocure.etenders.in>), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to –

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



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PART - I

Date:

Chief Manager
Indian Bank
CO: Expenditure Department
254-260, Avvai Shanmugam Salai,
Royapettah
Chennai 600 014.

Dear Sir,

Sub: procurement of batteries for three (3) numbers of 80 KVA UPS

Ref: RFQ No.CO/ITD/1282/R1/2020-21dated 21/10/2020.

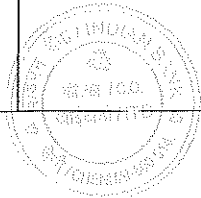
Referring to your above Request for Quote (RFQ), we submit the compliance details of the specifications given below:

Technical Specification

1) Specification of Batteries: 240 Nos. of Quantity

Battery Model:

Sr. No.	Description	Specification	Bidder response (Complied/Not complied) with remarks
1	Battery Make	Quanta or Exide	
2	Volts	12V	
3	Capacity	150 Ah	
4	Certifications for Batteries	ISO 9001:2015 ISO 14001:2015 OSHAS 18001:2007 or ISO 45001:2018	
5	Battery	SMF Batteries with 3 years warranty and manufactured in India. Letter issued by the Battery manufacturer confirming 3 years Warranty should be submitted. (Battery catalogue should be enclosed). The battery supplied must be from original manufacturer of the battery under their own brand. An affidavit shall be provided with address of the manufacturing units owned by the brand. Batteries re-branded/marketed under company names who does not have their own manufacturing facility is not accepted under this	



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Sr. No.	Description	Specification	Bidder response (Complied/Not complied) with remarks
		proposal. The battery supplied must adhere to the necessary certifications sought in this contract. Necessary proof of the same shall be submitted with the bid.	

Existing batteries for Buy back

S.No.	Item description	Quantity(Nos.)
1	12V/150 Ah SMF battery Make: Exide	240

We certify that the batteries, we offer for the tender conforms to the specifications stipulated by you with the following deviations (deviations, if any).

List of Deviations:

- 1)
- 2)

(If left blank, it will be construed that there is no deviation from the specifications given above)

We agree to terms and conditions of this tender.

For

Office Seal



(Authorised Signatory)

Place:
Date:
Name:
Designation:
Mobile No:
e-mail id:
Company Name:
Business Address:
Telephone No:

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PART - II

Commercial Bid (To be submitted after online reverse auction)

Date:

The Chief Manager,
CO: Expenditure Department,
Indian Bank,
Chennai

Dear Sir,

Sub: Procurement of batteries for three (3) numbers of 80 KVA UPS

Ref: CO/ITD/1282/R1/2020-21 dated 21/10/2020.

Referring to your above letter calling for quotations, we submit hereunder confirming the price bid for UPS with batteries, as per the specifications given in Part-I with break up details.

I. Cost of Batteries(proposed):

Sr.No.	Item Description	Quantity (Nos.) (A)	Unit Price (in Rs.) (B)	Total Price (in Rs.) (C=A*B)
1	12V/150Ah SMF battery with three years warranty. Make: Quanta / Exide	240		

II. Cost of existing batteries under buyback:

Sr.No.	Item Description	Quantity (Nos.) (D)	Unit Price (in Rs.) (E)	Total Price (in Rs.) (F=D*E)
1	12V/150Ah SMF battery Make: Exide	240		

III. Summary:

Sr.No.	Item Description	Total Price (in Rs.)
1	Cost of Batteries (proposed) (G)	
2	Cost of existing batteries under buyback (H)	
	TOTAL COST (I=G-H)	

* Price is inclusive of duties, levies, freight, insurance, delivery, installation charges and Labour charges, Warranty etc, but exclusive of taxes only. Octroi/entry tax, if applicable, will

Head Office: Information Technology Department
66, Rajaji Salai
Chennai 600 001
Ph: 2527 9719/9704

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be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.

We submit that we shall abide by the details given above and the conditions given in your above letter.

Signature of the Vendor
(Authorized Signatory)

Company Seal
Date
Mobile No:

Name:
Designation:

e-mail id:
Company Name:
Business Address:
Telephone No:



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Annexure - II

PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE OFFICES AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT

Date:

Sub: Certificate of commissioning of equipment

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- (a) Purchase order No. _____ dated _____
(b) Description of the equipment _____
(c) Quantity _____
(d) Date of delivery _____
(e) Date of commissioning and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account:

S.No.	Description	Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.

4. The supplier has fulfilled its contractual obligations satisfactorily* (or) The supplier has failed to fulfill its contractual obligations with regard to the following:

(a)

(b)

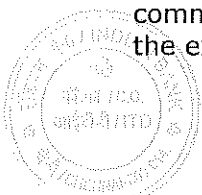
Signature _____

Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

- (a) They have adhered to the time schedule specified in the Purchase order, in dispatching the documents/drawings pursuant to Technical Specifications.
(b) They have supervised the commissioning of the equipment in time i.e. within the period specified in the Purchase order, from the date of intimation by the Purchaser in respect of the installation of the system.
(c) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.



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Annexure – III

BID SECURITY FORM

Whereas..... (Hereinafter called "the Bidder") who intends to submit its bid..... for the supply of (name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



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CHECKLIST

S. No	Criteria	Documents to be submitted as proof
1	The Bidder should be a limited company & manufacturer of UPS and should be in existence in India for the last 3 years as on 31.03.2020.	Copy of Certificate of Incorporation
2	The Bidder should be having Positive Net Worth in the three financial years (2017-18, 2018-19, 2019-20).	Copy of Audited Balance Sheet.
3	The annual turnover should be Rs.1.00 crores or above in each of the three financial years (2017-18, 2018-19, 2019-20).	
4	The Bidder should have supplied batteries to minimum of 50 UPS of cumulative in last three financial years to Banks / Financial Institutions / Government Organizations/ Leading Corporates in India.	Copy of Purchase Orders and satisfactory letters issued by the organizations.
5	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self-Declaration as per the format given in Annexure I should be attached.
6	The Bidder should have Branches / Service Centre Facilities in Chennai.	Copy of latest telephone bill / electricity bill / rental agreement as proof of address. In case of Franchise, copy of contract should be attached in addition to telephone bill / electricity bill / rental agreement. For Resident engineers, identity proof and address proof for the location should be submitted.
	The Bidder should submit Declaration that the service will be provided within 24 hours.	Self-Declaration that the service will be provided within 24 hours.
7	Technical Compliance	Compliance to be given as per PART- I and brochure to be attached.
		Letter issued by the Battery manufacturer confirming 3 years Warranty should be submitted. (Battery catalogue should be enclosed).

