



Aryavart Bank

A-2 /46, Vijay Khand, Gomti Nagar, Lucknow

(AN UNDERTAKING OF GOVT OF INDIA, U.P. GOVT. & Bank of India)

Administration and Services Department

Head Office, Lucknow

Ref. No. HO/A&S/RKS/159/2019-20

Date: 16.08.2019

TENDER NOTICE

Rate Contract for Supply of SMF (Sealed Maintenance Free) batteries for UPS Systems

Aryavart Bank, Head Office, Lucknow invites tender from eligible, reputed and bonafide suppliers for Supply & Installation of various types of UPS SMF batteries for the existing UPS Systems installed in our branches/administrative offices at Agra, Mathura, Hathras, Aligarh, Ayodhya, Firozabad, Mainpuri, Etah, Unnao, Lucknow, Barabanki, Kasganj, Kannauj, Hardoi, Farrukhabad, Bahraich, Hamirpur, Jalaun, Banda, Chitrakoot, Lakhimpur, Mahoba, Mirzapur, Shrawasti, Sitapur, Sonbhadra. The tender bid document in detail is being published on our Website: <http://www.aryavart-rrb.com>

- (i) **UPS Sealed Maintenance Free (SMF) Batteries Make Exide/Amaron Quanta** with Three year warranty.
- (ii) The technical specifications of the UPS batteries required are given in Annexure I.
- (iii) Mode of Submission of Tender Document
- (iv) The vendor must have its registered office at any one or more districts covered by Aryavart Bank.
- (v) The vendor must have supplied SMF batteries to Bank/Financial Institution in UP from last five years.
- (vi) The vendor must have average annual turnover of Rs 2.00 crore for last three financial years.

Tender should be submitted in sealed covers in following manner:

(A) Cover I

- Technical proposal containing the specifications asked by us in this document; the specification offered by you and the deviations if any should be furnished in this cover.
- Vendor should also submit details of after sale support and location of their service centers with full details with address, no. of service engineers, telephone / mobile numbers and the escalation matrix
- Vendor should also submit documentary evidence in connection with supply of UPS Batteries to Aryavart Bank or other banking and financial institutions in Lucknow, Uttar Pradesh.
- The vendor must submit audited balance sheet for last three financial year 2016-17, 2017-18, 2018-19
- Vendor should submit the authorization letter mentioning clearly the authorized dealer of the product issued from the principal.



- If the vendor is not the manufacturer of the product but is quoting on behalf of his principal, an authorization certificate from the principal should be enclosed wherein the Principal should specifically underwrite the commitments given by the vendor.
- This cover i.e. Cover I should not contain any document relating to the price of the system failing which tender will be liable for rejection. This cover should properly super scribe with Cover I – **“Technical Proposal for UPS Batteries for Aryavart Bank, Head Office, Lucknow”.**
- **The documentary proof of having registered office at any of 26 districts covered by Aryavart Bank like registration of office, GST certificate or any other relevant document.**
- **The letter from the OEM must be as per the enclosed format only. No other format will be entertained, in case any vendor encloses format other than specified, their technical bid will be rejected.**
- **EMD of Rs 25000/- in form of pay order/ demand draft payable at Lucknow in the name of Aryavart Bank, Lucknow.**

(B) Cover II

- This cover should contain commercial proposal (Annexure-II) and other terms, if any, having commercial implications. The proposal shall remain valid for 30 days from the date of opening of proposal and the rates of items finally selected shall remain valid for 12 months from the date of award of contract.
- The price quoted by the vendor must be F.O.R. at branches/regional offices at 26 districts i.e, Agra, Mathura, Hathras, Aligarh, Ayodhya, Firozabad, Mainpuri, Etah, Unnao, Lucknow, Barabanki, Kasganj, Kannauj, Hardoi, Farrukhabad, Bahraich, Hamirpur, Jalaun, Banda, Chitrakoot, Lakhimpur, Mahoba, Mirzapur, Shrawasti, Sitapur, Sonbhadra
- The Financial Bid in any format other than enclosed Annexure -II will be rejected outright.
- This cover should be properly sealed and super scribe with Cover II – **“Commercial Proposal for UPS SMF Batteries for Aryavart Bank, Head Office, Lucknow”.**

(C) General terms

The sealed proposals in two covers to be submitted in person /through post on following address:

Aryavart Bank,
Administration & Services Department,
Head Office,
A- 2/46 Vijay Khand
Gomti Nagar, Lucknow-226010

Contact Person:

Mr. R K Singh (+91- 7388800788) email: ho.ans@gba-rrb.com

- Last date for submission of tender:
The sealed tender must reach at the above address on or before
07.09.2019 (Saturday) by 2.00 P.M.

A pre bid meeting is scheduled on 26.08.2019 (Monday) at 11.00 AM, all vendors are requested to visit Aryavart Bank, Head Office Lucknow, A&S Department, Gomti Nagar, Lucknow to clarify their doubts/problems if any.



No issue/doubts and problems will be entertained after 26.08.2019.

Please note that this is only an enquiry without any commitment on the part of the Bank to place the order with you and / or purchase the said items. Please also note that the Bank reserves the right to accept/reject any proposal without assigning any reasons thereof.

- Date and time of opening of Technical bids: 07.09.2019 (Saturday) at 3.30 P.M.(subject to the availability of Tender committee members). In case of due date of tender happens to be holiday, the tender will be opened on next working day at same place and time.

(D) The following terms should be complied / confirmed while submitting the quotations -

1. The warranty of UPS batteries shall be 03 (Three) years minimum from the date of installation. The battery should have 3 years onsite replacement warranty from the date of supply.
2. The price quoted should be all inclusive of all types of transportation charges, installation charges, levies and taxes other than GST. Unit Price quoted should be inclusive of Good quality cables and connectors required for installation of new batteries. No additional / extra charges, fee, expenses, taxes, levies, duties, costs, service charge etc. will be payable, for whatsoever reason may be. In specific, no costs / expenses shall be payable extra for traveling (including local conveyance), boarding, lodging, out of pocket expenses etc, during the validity/currency of the purchase contract. No hike whatsoever, for whatever reason, will be admissible in respect of the charges, fees, expenses, taxes, levies, duties, costs etc.
3. The following documents, inter alia, are necessary for release of payment:
 - (i) B2B Invoices reflecting GST amount, Bank's name and Bank's GSTIN 09AAIAA9148E1ZL along with other duties and levies, if any.
 - (ii) Delivery challans, duly acknowledged (signed and stamped) by the authority accepting the delivery, clearly showing date of delivery
 - (iii) Installation Certificate along with User acceptance certificate
 - (iv) Submission of backup certificate and Neutral to Earth leakage certificate. Copy of the certificate has to be given to branch also at the time of installation.
 - (v) Request letter to release the payment.
4. The batteries should be delivered, installed and commissioned within 3 days from the acceptance of the purchase order. All equipments ordered for particular locations should be delivered at the same time. Partial delivery / installation will not be acceptable. In case of delay in delivery / installation / commissioning beyond the stipulated time i.e. 3 days, the Bank reserves the right to charge liquidated damages @ 0.5% of total purchase order per week of delay. In case of delay beyond 2 weeks, the Bank reserves the right to cancel the order.
5. The Vendor has to submit a Performance Bank Guarantee of Rs 2,00,000/(Two lakh)- valid for five years from the date of award of first purchase order from the Bank under this rate contract, this PBG will be considered as a composite Bank guarantee for all the purchase made under this rate contract.
6. Any damage occurred to the Bank occurred due to faulty batteries or delay in replacing the batteries under the warranty will be compensated by the amount of this PBG.
7. The products / supplied shall be legal and licensed and there shall be no infringement of copyrights, trade secrets, trademarks, trade names, intellectual property right, patents etc. The Bank shall not be responsible for any third party claims whatsoever, connected



therewith or incidental thereto.

The Vendor shall indemnify the Bank against all costs, charges, losses, damages that the Bank might suffer on account of any such claims, present or future.

8. The vendor should, at his own cost, arrange for insurance of the goods during their transit and till they are installed / commissioned and accepted by the Bank or, in case the site is not ready, till 30 days after the last date for delivery mentioned in the purchase order.
9. In case of transit from other states, the vendor will be fully responsible for procurement of such goods and delivery of the same within stipulated time as mentioned in this tender notice and hence, the issues like delay in generating e-way bill resulting in delay in delivery of such goods shall not be entertained.
10. In case of imported components and equipment, the vendor will be fully responsible for procurement of import licenses and other clearances. The Bank will make payments in Indian Rupees only and hence issued like Exchange Rate Fluctuations and/or aspects like Import Clearances, etc. shall not be relevant / admissible in respect of the Batteries being sourced.
11. The Bank reserves the right to inspect and/or evaluate (either by itself and/or in co-ordination with and/or by engaging any outside consultants / experts) the quality of goods being offered / supplied and / or their adherence to the stipulated specifications at any point of time prior to placement of order or before acceptance of goods. All costs / charges, expenses etc. associated with such an inspection / evaluation shall be borne by the Bank if such an exercise is conducted prior to placing the order and by the vendor, if conducted after placing the order.
12. The Bank reserves the right to accept / reject any / all offers without assigning any reason whatsoever. Bank's decision in this regard shall be final and binding.
13. The Bank may visit the Godowns / warehouse and company office /shop (if quoting on the behalf of the manufacturer).

Resolution of disputes and Arbitration

14. The Bank and the concerned bidder shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the agreement, by direct and informal negotiation between the designated Officer of the Bank and designated representative of the concerned bidder. If designated Officer of the Bank and representative of concerned bidders are unable to resolve the dispute within a reasonable period as deemed fit by the Bank, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and concerned bidder respectively. In the case of lapse of a reasonable period as deemed fit by the Bank, after the commencement of such negotiations when both the parties are unable to resolve contractual dispute amicably, the Bank can refer the dispute or disagreement to formal arbitration by appointing a sole Arbitrator under the provisions of Arbitration & Conciliation Act, 1996. The venue for such Arbitration shall be Lucknow.

Applicable law and jurisdiction of court

15. The agreement with the bidders shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Lucknow, with the exclusion of all other Courts.

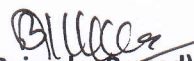


Right to content of the Bids

16. All the responses, Bids, accompanying documentation, correspondence by the Bidders etc., once opened and the reports resulting out of the activities of the bidding process will become the property of Bank and will not be returned to the Bidders. The Bid documents which are not opened for any reasons as elaborated in other sections of this RFP will be returned to the Bidders.
17. Bank is not restricted in its rights to use or disclose any or all of the information contained in the Bid, and can do so without compensation to the Bidder. Bank shall not be bound by any language in the Bid indicating the confidentiality of the Bid by the Bidder or any other restriction on its use or disclosure.
18. The information provided by the Bidders in response to the RFP, including any clarifications provided by the Bidder against the queries from Bank during the bidding process, is deemed to be valid till the end of the contract period, in case the contract is awarded to the Bidder.

Fraudulent and Corrupt Practice

19. Bank will reject a Bid for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent or coercive practices in competing for, or in executing, the project(s)
20. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition
21. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, *pressurizing to influence the action of a public official in the process of project execution*
22. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
23. Intellectual Property means any patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, knowhow, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences or other rights to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing and permissions in connection there with, and all applications and all rights to apply for registration including all rights to apply for such protection under any international treaty in connection with the foregoing; and all rights to have any of the foregoing registered or granted up on application; in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and "IPR" "Intellectual Property Rights" shall be construed accordingly.
24. All the rights under Intellectual Property shall remain the property of the Bank and the bidder undertakes not to use, modify or not infringe any Intellectual Property Rights held by the Bank or any third party.


 (Rajendra Prasad)
 General Manager



Annexure – ITECHNICAL SPECIFICATIONS FOR UPS BATTERIES

| Sr.No | Parameter | Technical Specification | Vendor response |
|-------|----------------|--|-----------------|
| 1 | Battery | | |
| | Battery Type | Battery Sealed Maintenance Free Valve | |
| | Batteries Make | Exide/Amaron Quanta Power Safe | |
| | Guarantee | Three Years (Vendor has to enclose the letter from OEM in support of 3 yr experience (As per enclosed format only)). | |
| 2 | Certification | ISO 9001, 14001, Additional if any | |



ANNEXURE-II**PRICE BID**

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----------------------|---|---|---|--|
| Item Description (with Item No. as shown in Technical Specifications) | Country of Origin | Unit price of Batteries (excluding GST)Rs. (In Figures) | Buy Back cost of per Unit of Old batteries (excluding GST) (In Rs) In Figures | Unit Price of Batteries in words (In Rs) | Buy Back cost of per Unit of Old batteries (In Rs) In words |
| Battery-SMF Specify (make, configuration & Price) 12 Volt 42AH | | | | | |
| Battery-SMF Specify (make, configuration & Price) 12 Volt 66AH/65 AH | | | | | |
| Battery-SMF Specify (make, configuration & Price) 12 Volt 75AH | | | | | |
| Battery-SMF Specify (make, configuration & Price) 12 Volt 82AH/85AH | | | | | |
| Battery-SMF Specify (make, configuration & Price) 12 Volt 100AH | | | | | |

Rate of GST applicable on New Batteries-----

Rate of GST applicable on Old batteries-----

1. Unit Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges except GST (GST will be paid as per the prevailing rates. The price so quoted, shall be valid for **12 months** from the date of award of Contract.
2. Unit Price quoted should be inclusive of Good quality cables and connectors required for installation of new batteries.
3. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations) whatsoever, shall be admissible during the Price validity Period.
4. Warranty period will be minimum 3 year for Battery.
5. Vendor will be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place).

Seal of the Firm

Signature of the firm with Date



OEM Certificate
Original Equipment Manufacturers Authorization Form
(In the Original Letter Head of OEM)

To
Aryavart Bank
General Manager,
Head Office,
Gomti Nagar,
Lucknow-226010

Sub:- Ref .No..... dated for supply of SMF
batteries for UPS Systems

Dear Sir,

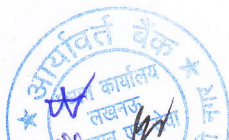
We, M/s having works/factory at..... who are
reputed Manufacturers of Sealed Maintenance Free (SMF) batteries in India do hereby
authorize to submit tender bid for supply of SMF batteries
on our behalf for this particular tender. We hereby confirm and extend our full warranty
support for three years for the goods and services offered by the above firm against this
tender.

Please note this authorization is valid for this particular tender only.

Yours faithfully

For.....

Signature of Officer Authorized to sign this Document on behalf of the
OEM.



Notes applicable for all specifications

Depending on costs / requirements, Bank reserves the right to choose. Bank's choice shall be final and binding on Bidders.

All items/components should be separately and clearly mentioned. Detailed cost breakup should be furnished in the Price Schedule as per the format prescribed.

Technical specifications of the equipment offered (against the requirements specified) as well as the Technical Details (in the prescribed format) should be furnished along with the Bid, for all the items offered. Otherwise the offer would be treated as Non-responsive.

Detailed product brochures, catalogues, technical literature, system/reference manuals, instruction booklets and all supporting documentation (in the English language) specific to the make/model(s) of the equipment offered should be submitted along with the offer. Otherwise the offer would be treated as Non-responsive.

Any deviation from the above specifications in the offered products should be separately brought out explicitly, in the column provided therefore.

All software supplied should be legal and licensed and supplied on standard CD-ROM media, with user documentation (English language versions).

