

**Bank Of India,
Pune Zone
1162/6, Shivaji Nagar,
Pune University Road,
Pune 411 005.**

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Ref.No.PZO:IT:HVB:589

Date: 16.11.2009

TENDER NOTICE

Sealed tenders are invited from Manufacturers / Authorized Distributors /Wholesale Dealers for supply of (1) 12 V 100 AH Tubular **Exide EL+** batteries with 5 years warranty, for UPS systems at branches in Pune Zone (consisting of Pune, Ahmednagar, Nashik, Dhule, Jalgaon, Aurangabad, Nandurbar, Jalna Districts of Maharashtra).

Description of batteries:

01. The tenderers / bidders shall have to comply the following terms and conditions
 - (a) Compliance to the Terms & conditions of Supply as per Bank's guidelines.
 - (b) Bidder shall be authorised dealer / manufacturer of Exide EL+ batteries and the authority document from Exide Company shall be given along with the bid.
 - (c) Service Support Details as per Form-1
 - (d) Letter of Offer as per Form-2.

02. The tender forms will be issued at the above address on deposit of Demand Draft /Pay Order for Rs. 500/- (non-refundable) in favour of " Bank of India " payable at Pune . The completed tender in all respect to be kept in sealed cover duly super scribed "**Tender for supply of 12 V 100 AH Tubular EXIDE EL+ Batteries** " shall be accepted at the above address. Bank of India, Pune Zone reserves the right to accept or reject any or all tenders without assigning any reason thereof.

03. Tender forms can be downloaded from our website also. In such cases, Demand Draft/Pay Order for Rs. 500/- in favour of 'Bank Of India' payable at Pune towards cost of the tender forms (non-refundable) shall be deposited at the time of submitting the tender; otherwise the tender document may be rejected by the Bank.

04. Issue of Tender forms upto: 24/11/2009 upto 2.00 p.m during Office Hours.

05. Last date for submission of tender forms: 27/11/2009 up to 5.00 p.m..

Dy. Zonal Manager,
Pune Zone.

INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

General

1.1 Bank of India, here-in-after called the '**Bank**', wishes to procure Tubular Batteries for use from time to time, mentioned in Covering Letter, at our various branches/offices/departments in Pune Zone (consisting Pune, Ahmednagar, Nashik, Dhule, Jalgaon, Aurangabad, Nandurbar, Jalna Districts of Maharashtra).

1.2 Bids are invited from manufacturers / authorized distributors / dealers (a copy of certificate from the Company (Exide) must be attached) for supply of 12 V 100 AH Tubular Exide EL+ batteries for UPS systems at branches in Pune Zone (consisting Pune, Ahmednagar, Nashik, Dhule, Jalgaon, Aurangabad, Nandurbar, Jalna Districts of Maharashtra). The vendor who has offered the best terms, as per the Bank's evaluation, would be awarded the Purchase Contract. (The general terms and conditions are given under "TERMS AND CONDITIONS OF SUPPLY".)

Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. Bidding Documents

Content of Bidding Documents

3.1 In addition to the Bid Invitation, the Bidding Documents include:

- (a) Instructions for Bidders (IFB) - Annexure A
- (b) tender document with Terms and Conditions of Supply – Annexure B
- (c) Letter of Offer – Form-2
- (d) Details of service support – Form-1

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

4. Clarification of Bidding Document

4.1 A prospective Bidder requiring any clarification of the Bidding Document may notify the Bank in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile or E-mail) at the address indicated in Bid Invitation. The Bank will respond in writing to any request for clarification of the Bidding Document, which it receives no later than six (6) days prior to the deadline for the submission of Bids prescribed in Bid Invitation. Written copies of the Bank's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

5. Amendment of Bidding Document

5.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

5.2 All prospective Bidders that have received the Bidding Document will be notified of the amendment in writing, fax or by cable, and the said amendments will be binding on them.

5.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

C. Preparation of Bids

6. Language of Bid

6.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

7. Documents Comprising the Bid

7.1 The Bid prepared by the Bidder shall comprise the following components.

7.2 Documents comprising the Bid Proposal Envelope, should be:

(a) **Compliance to Terms & Condition of Supply as per Banks guidelines.**

(b) **Manufacturer's Authorization** : The Manufacturers / authorized distributors / authorized dealers shall qualify for the bid. If Vendor himself is not the manufacturer of the batteries, but is quoting on behalf of his Principal, an Authorization Certificate from the Principal should be enclosed in the attached format along with Bid Proposal.

(c) **Service Support Details** : for branches in Pune Zone situated at Pune, Ahmednagar, Nashik, Dhule, Jalgaon, Aurangabad, Nandurbar, Jalna Districts of Maharashtra.

(d) **Letter of Offer** which shall be completed in all respect and duly signed by the bidder;

(g) **Cost of Tender Document** Rs. 500/- if downloaded from website.

Any Bid Proposal not containing the above, will be rejected.

D. Submission of Bids (Methodology)

8.1 The Bid proposals shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for unamended printed literature.

8.2. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person signing the Bids.

9. Deadline for Submission of Bids

9.1 Bids must be received by the Bank at the address specified, not later than 5.00 PM on 27.11.2009.

9.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

10. Late Bids

10.1 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

11. Modification and Withdrawal of Bids

11.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

11.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

11.3 No Bid may be modified after the deadline for submission of Bids.

11.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bank.

12. Clarification of Bids

12.1 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the substance of the Bid shall be sought, offered, or permitted.

13. Evaluation of the Bid.

13.1 The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, and the Bids are generally in order.

13.2 The Bank may, at its sole discretion, waive any minor infirmity, nonconformity, or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

13.03 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Following will constitute material deviations:

1. Failure to submit Manufacturer's Authorization(s) as mentioned above;
2. Non-adherence to the provisions of service support norms as mentioned above;
3. Not adhering to configuration/specifications which, in the opinion of the Bank, would affect the performance of the batteries supplied;
4. Any other deviation which the Bank, at its sole discretion, may consider as material.

13.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

13.5 Besides the warranty of the goods, the vendor should be able extend service support for the batteries, through AMC at least for 3 years after the expiry of warranty period. The Vendor should also quote for comprehensive, on-site AMC charges for three years (after expiry of the warranty period), and the same would be taken into account for price evaluation.

13.6 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total 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.

14. Bank's Right to Accept Any Bid and to Reject Any or All Bids

14.1 The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to empanelment, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

15. Notification of acceptance

15.1 Within a period of 45 days from the date of opening of Bids, the Bank will notify successful Bidder in writing or by fax, that its Bid has been accepted.

F. Award of Contract

16.1 All the bids after their evaluation on the parameters mentioned above would be arranged in ascending order and the contract would be awarded to the bidder (L1 vendor) whose bid has been evaluated to be the lowest, after verifying arithmetical accuracy. Bank reserves right to negotiate with L1 vendor to explore cost reduction.

17. Award Criteria

17.1 The Bank will award the Contract to the successful Bidder, out of the Bidders who have responded to Bank's Invitation for Quotation, as referred above, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.

17.2 The Bank reserves the right at the time of award of contract to increase or decrease, by 15% (fifteen percent) of the quantity of goods and services originally specified while floating the Invitation for Quotation, in the Schedule of Requirements without any change in unit price or any other terms and conditions.

18. Repeat Orders

18.1 After a Purchase Contract is awarded to a Supplier, the Bank may, at its discretion, award further Purchase Contracts to the same Supplier for all/some of the goods originally quoted by him at the same/reduced prices upto 30.04.2010 without calling for fresh quotations. However, the Bank also has the right to negotiate the prices based on its experience, and/or market information and/or industry needs.

19. Signing of Contract

19.1 At the same time as the Bank notifies the successful Bidder that his Price Quotation has been accepted, the Bank will send the Bidder the Contract Form incorporating all terms of Purchase Contract

19.2 Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

19.3 Failure of the successful Bidder to comply with the requirements of signing the Purchase Contract shall constitute sufficient grounds for the annulment of the award, in which event, the Bank may make the award to the next lowest evaluated Bidder or call for new Bids. Further, such Bidder who had failed to comply with the requirements as aforesaid shall be removed from the list of empanelled Suppliers.

TENDER DOCUMENT

1. Purpose	Purchase of 12 V 100 AH Tubular EL+ Batteries of Exide Make
2. Submission of Tender Format at	Bank Of India, Pune Zonal Office, 1162/6, Shivaji Nagar, Pune University Road, Pune 411 005. On all working days between 10.15a.m. To 5 p.m. On last date of submission i.e. on 27.11.2009 before 5.00 p.m.

Terms and Conditions of supply

- The price should be inclusive of all taxes/charges including installation charges (i.e. Sales Tax, Excise Duty, VAT, Transportation charges etc. but excluding Octroi).
- A replacement Warranty for minimum 5 years must be available and terms of A.M.C after the expiry of warranty period be stipulated..
- Tentative requirement is approximately 100 nos. of 12 V 100 AH Tubular Exide EL+ batteries.
- The materials to be supplied by authorized distributors/ manufacturers/ dealers and such certificate should be enclosed together with the tender document.
- The materials are to be supplied to the branches in Pune Zone. The complete Postal Address and Telephone number of the Branch will be intimated at the time of placing the order.
- Payment will be released after the bank is satisfied that the materials supplied are of acceptable quality.
- The supplier has to make his own arrangement to take back the rejected materials. The bank will not be liable for any claim/loss towards the same.
- The Bank may at its sole discretion purchase further materials from this tender till a new tender is finalized.
- Preventive Maintenance shall be carried, by visiting the site at predetermined intervals during warranty period.
- Problem/Failure of any battery shall be attended to immediately (within two hours) and rectified.
- In case the problem results in taking the battery out of system an appropriate replacement shall be provided immediately so that the work continuity will not hampered.
- The Bank reserves its right to recover excess amount paid on earlier bill/s from the subsequent bills arising out of downward price revision of the materials/excess payment etc.

- Delivery period should be mentioned in weeks after receipt of confirmed order. For any delay in delivery/installation period as agreed to, there will be liquidated damages chargeable @0.5% of total cost of system for every week or part thereof and such amount will reduce the effective cost of the batteries.
- The ETDS test reports, if available for the type of batteries, be submitted along with the standard discharge curves. The batteries will be subjected to the C-10 discharge testing. The testing should be arranged for the complete set of batteries. The vendors should provide the necessary testing equipments. The end cell voltage of any battery after the discharge should not be lower than 11 volts. Any battery with End Cell Voltage less than 11 volts will not be accepted.
- The batteries should be connected in to the UPS system at no extra charges. The inter battery connectors, battery to UPS connectors should be provided without any additional cost.
- **Payments:** The terms of payment should be clearly mentioned. The bank normally retains **10%** cost as retention money which is payable after the expiry of warranty period / Bank Guarantee.

FORM-1

DETAILS OF SERVICE CENTRES AT VARIOUS PLACES IN PUNE ZONE

NAME OF CENTRE	ADDRESS AND TELEPHONE NO.S OF THE SERVICE AGENT SUPPORTING THE DESTINATIONS IN COL. 1	In respect of column 2 please state whether own branch or franchise	DETAILS OF TECHNICAL STAFF	AVAILABILITY OF SPARES AT ALL TIMES	AMC MAINTENANCE DETAILS OF LAST 2 YEARS
1	2	3	4	5	6

Important Note: (i) Please specify whether the service support will be rendered by the Bidder / Dealers / Franchise

(ii) If the Service Support information is not furnished strictly as per the format above, the Bid submitted **may be treated as non-responsive, and may be rejected.**

LETTER OF OFFER

To
 The Zonal Manager,
 Bank of India,
 Pune Zonal Office,
 1162/6, Shivaji Nagar,
 Pune University Road,
 Pune 411 005.

Dear Sir,

**Sub: Tender of supply of 12 V 100 AH
 Tubular Batteries of
 Exide EL + batteries**

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We refer to your Tender notification published on your Bank's website for supply of 12 V 100 AH Tubular Exide EL+ batteries for UPS systems to the branches in Pune Zone.

Having examined the notice inviting tender for supply of 12 V 100 AH Tubular Exide EL+ batteries for UPS system, I/We declare that before offering the price, I/We have read and understood the terms and conditions of supply of 12 V 100 AH Tubular EXIDE EL+ batteries for UPS system. Further, I/We agree to abide the terms and conditions of your Bank and the decision of the Bank in this regard will be final and binding upon me/us.

As required by you, I/We am/are offering below my/our price for supply of 12 V 100 AH Tubular EXIDE EL+ batteries .

1. **12 V 100 AH Tubular Exide EL+ batteries - @ Rs. _____ per battery including all taxes, charges and installation charges but excluding Octroi.**
2. **Delivery : within _____ weeks from the date of acceptance of order.**
3. **A.M.C Charges after expiry of warranty period will be Rs. _____ per battery per year & AMC will be available for _____ years after warranty.**
4. **Buy-back Offer for old batteries (to be replaced) @ Rs. _____ per battery.**

I/We agree to enter into and execute the necessary contract documents as required by you.

Signature with Stamp

Name :
 Full address :

Telephone/Fax number/Email:

Enclosure: We enclose all the requisite papers & documents for your perusal

MANUFACTURERS' AUTHORIZATION FORM

No.

Date:

To:

Dear Sir,

**Proposal for supply of Batteries at the
Bank's Offices/ Branches in Pune Zone**

We _____ who are established and reputable
manufacturers of _____ having factories at _____
_____ (address of factory) do hereby authorize M/s _____
_____ (Name and address of Agent) to submit a Bid, and sign the contract
with you against the above Proposal.

We, hereby, extend our full guarantee and warranty, for the good and
services offered by the above firm against this proposal.

Yours faithfully,

(Name)
(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the Manufacturer and should
be signed by a competent person and having Power of Attorney to bind the Manufacturer.
The Vendor should include this in the Proposal.