TENDER ID: MUM20211225

INVITES ONLINE TENDERS FOR RATE CONTRACT

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 26AH/ 42AH/ 65AH/ 75AH/ 100AH/ 120AH/150AH (VRLA TYPE) BATTERIES THROUGH E-REVERSE AUCTION FOR BRANCHES/OFFICES/ATMS UNDER CONTROL OF MUMBAI METRO CIRCLE

Manufacturers / Approved dealers of (Amar Raja, Exide, Panasonic, Rocket and HBL) are eligible to apply, Proof of dealership to be submitted

The vendor should have a valid digital signature to participate in the online tendering process

TENDER SUBMITTED BY:

NAME : _______________________________
ADDRESS : _______________________________

GSTIN NO : _______________________________
E-MAIL ADDRESS : _______________________________
DATE : _______________________________
MOBILE NO. : _______________________________
1. **Name of the Work**: Supply, Installation, testing and commissioning of 26AH/42AH/65AH/75AH/100AH/120AH/150AH SMF (sealed maintenance free) VRLA (Valve Regulated Lead Acid batteries of 20 HR rated capacity electrolyte in paste form are accepted) batteries through reverse auction for SBI Branches/ATMS and Offices in Mumbai, Thane, Raigad and Palghar dist etc. Buy back of old SMF/Tubular batteries of same ratings on as is where is basis. Providing technical support under warranty period for batteries and allied equipment.

2. **Eligibility of the contractor**: As per pre-qualification specified in tender documents. However, prequalification is valid for 3 Years.

3. **Time of period for supply & fixing of batteries**: 2 weeks from the date of purchase order.

4. **Age of the Battery at the time of supply to branches/offices**: Not more than two Months on the date of supply

5. **EMD**: Rs 50,000/- in the form of DD only. In favor of AGM(P&E), SBI, LHO Mumbai. Payable at Mumbai.

6. **Total Security Deposit**: Rs 2,00,000/- (i.e Two lakh only) (including EMD) to be deposited by the successful bidders after reverse auction. The same will be converted to BG at a later date, those who have already submitted the BG, they have to extend the validity of the BG i.e BG should be valid 3 years from the date of award of the Rate contract work order.

7. **Warranty**: 3 years from the date of commissioning of batteries.

8. **Date and Time for issue of Tender**: Tender document available at Bank’s website [www.sbi.co.in](http://www.sbi.co.in) under the link “Procurement and others” From 18.12.2021 to 07.01.2022 up to 3:00PM

9. **Date and time of Pre-bid meeting at our Office**: 23.12.2021 Up to 11:30AM
The Assistant General Manager (P&E), LHO Mumbai Metro, State Bank of India, 3rd Floor, Synergy Building, Bandra Kurla Complex, Mumbai - 51

10. **Last date and time for submission of offline tender document & Indicative Price Bid**: 07.01.2022 up to 3.00 P.M.

11. **Date and Time of opening of Tenders: Indicative Price Bid**: 05.01.2021 at 3.30 P. M.

12. **Date & Time of Reverse auction for supply of Batteries and forward auction for buyback of SMF & Tubular battery**: Only pre-qualified bidders will be communicated through registered mail.

13. **Address of opening of tender**: The Assistant General Manager (P&E), LHO Mumbai Metro, State Bank of India, 3rd Floor, Synergy Building, Bandra Kurla Complex, Mumbai – 51

Technical Bid of those firms / contractors who do not submit EMD shall be rejected. Representatives of Bidder may be
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<td>Defects Liability Period</td>
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<td>Liquidated Damages</td>
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<td>Tender Validity</td>
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| 17. | Payment | i. No advance is payable.  
ii. On receipt of complete materials at site and on completion of Testing, installations and commissioning 100% of cost will be paid by the respective branches/offices. |
| 18. | Validity of rate Contract | One year from the date of acceptance of the rates by the Bank (From the date of Finalization subject to further extension as per the requirement of the bank) |
| 19. | Eligible Taxes | A) Income Tax will be deducted at source as per Govt. Guidelines.  
B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following:  
1. Contractor should have GST Registration Number  
2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision  
3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment  
4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor  
5. The GST Number of State Bank of India  
a) For Mumbai - 27AAACS8577K2ZO |
| 20. | Electronic Payment | Payment shall be made by way of Electronic fund transfer and the bill will be paid by respective Branches/Offices. Firm should furnish details of the bank, a/c no, IFSC code. |
| 21. | Agency for arranging online bidding. (For Reverse Auction), However Hard copy of the tender documents along with the indicative price bid to be submitted at mentioned address |  
1. e-Procurement technologies Limited, Ahmedabad. Primary Contact Numbers:-  
2. Nandan Valera:- 9081000427, nandan.v@eptl.in  
3. Hemangi Patel:- 9328931942, hemangi@eptl.in  
4. Khushboo Mehta:- 9510813528, khushboo.mehta@eptl.in 9328931942 |
| 22. | In case the date of submission of bid is declared as a holiday, the bids can be submitted on the next working day at the same time. |

23. The price bid process is through e-procurement (reverse auction) which will be conducted by our approved vendor. For necessary guidance/training on the bidding process, vendors are to be in touch with M/s E-procurement Technologies Ltd, Ahmedabad.

24. L1 vendor, immediately on completion of the reverse auction activity, has to provide the unit-wise prices of all the items in the tender to the Bank’s.
25. The Successful vendors should be prepared to supply additional quantities also to the Bank as and when orders are placed during the validity period of the tender. These prices will be advised to all our offices and the orders will be placed from our offices in Mumbai Circle.

26. All pages of the tender document shall be signed by authorized signatory and stamped. All corrections shall be duly signed and stamped. Bids received after the above date / time will not be considered.

27. The rate should be inclusive of all, levies, transport, transit insurance, loading-unloading etc. excluding GST. GST shall be paid separately as per norms. The rates shall be firm throughout the execution of the order. No variation in the quoted rates subsequently will be allowed and no additional claims other than quoted rates will be entertained. The rates should be inclusive of the delivery and installation charges of the sites.

28. Wherever interstate movement is involved the compliance and completion of statutory formalities including matters relating to transport, sales tax, excise duty, or other access or tax and at the cost of vendor only. In case any document is to be signed for the purpose, the same may be obtained by the vendors representative from the specified office/branch of the bank and the same will be signed and returned by the bank after due verification.

29. Bank reserves the right to accept or reject any or all applications without assigning any reasons. If at any stage the information furnished by the applicant is found to be incorrect at a later stage; he shall be liable to be debarred from participating in the tenders.

**Assistant General Manager (P&E)**

**LHO Mumbai Metro**
RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 26AH/ 42AH/ 65AH/ 75AH/ 100AH/ 120AH /150AH SMF VRLA BATTERIES OF 20 HR RATED CAPACITY BATTERIES THROUGH REVERSE AUCTION FOR SBI BRANCHES/ATMS AND OFFICES UNDER CONTROL OF LHO MUMBAI

State Bank of India invites tender form Manufacturers / Approved dealers of Amar Raja, Exide, Panasonic, Rocket and HBL for Supply, Installation, testing and commissioning of 26AH/ 42AH/ 65AH/ 75AH/ 100AH/ 120AH /150AH SMF (sealed maintenance free) VRLA (Valve Regulated Lead Acid batteries of 20 HR rated capacity electrolyte in paste form are accepted) batteries through reverse auction for SBI Branches/ATMS and Offices in Mumbai, Thane, Raigad and Palghar dist etc. Buy back of old SMF/ Tubular batteries of same ratings on as is where is basis. Providing technical support under warranty period for batteries and allied equipment. Applicants who fulfill the eligibility criteria as detailed below need only apply. Duly completed applications in the prescribed format with required documents etc. should be submitted before last date of submission.

SCOPE OF THE WORK:

Rate Contract for Supply, Installation, Testing and commissioning of various sizes of batteries of SMF, VRLA Type to Branches/Offices spread all over LHO Mumbai. Providing technical support during breakdowns, warranty period. Buy back of old SMF/ Tubular batteries of same ratings on as is where is condition.

ELIGIBILITY CRITERIA

(i) Only Original Equipment Manufacturers (OEM)/ Approved dealers of Amar Raja, Exide, Panasonic, Rocket and HBL will be allowed to participate. Proof of dealership certificate along with authorization certificate to be submitted as proof. The applicant should have sufficient number of technical and administrative employees. The applicant should submit their credentials along with a list of employees, contact details etc

(ii) The OEM/ Dealer must be registered with PSU/Govt Organizations and must have ISO certification.

(iii) The firm must be at least Seven years old.

(iv) The applicant requires to furnish their PAN No, GST Registration for State of Maharashtra. etc.

(v) The OEM/ Dealer should have supplied similar rated capacity (in all ratings up to 150AH) in PSU Banks/ Financial Institutions/State and Central Govt Organizations/reputed IT companies, Insurance companies. The work order must be in the name of the OEM/ Dealer (Work orders and work completion certificates to be enclosed.)

(vi) The firm must have full-fledged offices in Mumbai / Thane. The list of service center with Contact Details and staff details must be attached. Preference will be given to those who have service centers in all districts of Maharashtra and office at Major Centers such as Mumbai / THANE etc.

(vii) The firm must enclose company’s certificate of Registration.
✓ Average annual financial turnover during the last 3 years ended 31.03.2021 should not be less than Rs.1.00 crores per year in similar activities (in case companies with multiple business interests).
✓ The Firm must enclose the solvency certificate not less than Rs 1.00 Crore issued on or after 01.06.2021.
✓ The firm must have a valid digital certificate.
✓ Satisfactory Certificates /Order copies from clients or LOI copies etc. from PSU/Banks, Financial Institutions/ insurance /IT/State/central govt for similar batteries.
✓ The firm must have valid ISO certification.
✓ The applicant must comply to Bank’s terms for Payment, delivery, rate contract and penalty
✓ The applicant must comply to Bank’s Technical terms conditions
✓ Firm must have GST registration

Interested and eligible firms may submit the applications duly filled with all the necessary certificate and documents as per the enclosed Checklist in a sealed envelope superscribed with legend “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS RATING OF SMF VRLA BATTERIES TO SBI BRANCHES AND OFFICES UNDER LHO MUMBAI METRO CIRCLE” to the undersigned on or before the stipulated date and time. The Bank reserves the right to accept or reject any or all applications without assigning any reason thereof.

Assistant General Manger (P&E)
LHO Mumbai Metro
GENERAL CONDITIONS OF CONTRACT

PROJECT: RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS RATINGS OF BATTERIES FOR SBI BANKS / OFFICES UNDER THE CONTROL OF LHO MUMBAI CIRCLE

a. Preference will be given to those who have history of timely completion of works of similar nature, taken up by them during the last 7 years.

b. The Pre-qualification of vendors will be valid for the entire Mumbai Metro Circle of SBI for a period of three years and the list of vendors will be reviewed once in every year to assess the Performance of the Company regarding the reliability, promptness of delivery, customer support and compliance of Banks technical parameters.

c. Bank reserves the right to cancel the rate contract at any stage during the validity period based on their performance and feedback from the branches/RBO/AO under Mumbai Metro circle.

d. Bank conducts e-tendering from the short listed panel and no separate notification will be published in the news paper. Technically qualified vendors are allowed to participate in Reverse auction for the realization of rates for various ratings.

e. Bank reserves the right to accept or reject any or all applications without assigning any reasons. If at any stage the information furnished by the applicant is found to be incorrect at a later stage; he shall be liable to be debarred from participating in the tender.

f. In case discrepancies are found in the information submitted, the application shall be considered unsatisfactory and the tenderer will not be eligible to bid. The State Bank of India will not enter into any correspondence with tenderer except seek clarification when necessary.

g. For Assessing the Annual Turnover of the last 3 years, OEMs/ Authorised Dealers must submit the valid documents viz Copy of Income tax return, Profit & Loss Account and Balance sheet for the last 3 years.

h. The OEM/ Authorised Dealer shall agree and authorize the Bank to obtain the confidential report from the clients to verify the work executed by them. The applicant’s offices/factory/ manufacturing unit etc may be inspected by the committee formed by the Bank prior to final pre- qualification and the decision of the committee as regards to suitability of the vendor is final.

i. Bank is not responsible for the late receipt due to postal delay, strikes or any other reasons. The incomplete application is liable to be rejected summarily.

j. The decision of the State Bank of India to accept or reject any application for pre-qualification will be final.

k. Open Circuit Voltage of all the batteries shall be recorded before installation and same to be submitted with installation report without which no payment will be released.

l. The applicant should produce authorization letter from their company confirming that they are their authorized dealer.
SPECIAL CONDITIONS OF CONTRACT

1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of the delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected there with or delays in awarding contracts for other trades of the project or in commencement or completion of such works in obtaining water and power connections for construction purpose or for any other reason what so ever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein.

2. The successful tenderer is bound to carry out any items of work necessary for completion of the job if such instructions in respect of such additional items and their quantities will be issued in writing by the Architects with the prior consent in writing of the Employer.

3. The contractor must bear in mind that the work shall be carried out strictly in accordance with specifications made by the Architects.

4. The rates quoted in tender shall also include electric consumption charges for power. If no power is available at site the contractor shall have to make his own arrangement to obtain power connection and maintain at his expense an efficient service of electricity and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of contractor.

5. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.

6. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Employer shall be entitled to deduct all losses, damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.

7. Time shall be considered the essence of this contract. The entire work must be completed within 45 DAYS from the commencement of the work. If the completion of the work is delayed beyond 1 month, a penalty at the rate of 0.5 % per week over the contract value will be imposed subjected to a maximum of 5%.

If the work is delayed beyond 30 days after the date of completion, the remaining work will be carried out through other agencies at the risk and cost of the contractors under the contract with prevailing market rates.

8. The successful tenderer shall submit the phased program of execution of different items of work within 2 days after receipt of acceptance letter.

9. Payment will be made First & Final and will be made within a period of TWO weeks after the bill is submitted to the Employer’s Office with Architects Certificate.

10. The rates quoted in the tender shall be for the finished items of work they shall include all the charges labour, materials, transportation of material equipment, double scaffolding water and
electric charges, tool and plants, marking out and cleaning of site, to do all things necessary
to provide complete finished item for work consistent with the specifications attached to this
tender document. The rates shall be inclusive of octroi duty, excise duty, packing and
forwarding, loading or unloading or any other duties or fees levied by any government, public
or local bodies. The rates shall be firm and shall not be subject to exchange variations, labour
conditions or any other conditions whatsoever.

11. The contractor shall keep the tender submitted by him open for acceptance for a minimum
period of three months from the date of it’s submission. When once the tender is accepted the
rates quoted by the successful tenderer shall be firm and the variation in rates of any one or
all the items on any account shall not be allowed during the entire duration of the contract

12. No claim for extra item or deviation from specification shall be entertained unless the same is
pointed out and accepted as such before the work is taken in hand or within 15 days of work
by the successful tenderer.

13. The contractor shall comply with all bye- laws and tax regulations (including GST) of local and
other statutory authorities having jurisdiction over the works and shall be responsible for the
payment of all the fees and other charges and for giving and receiving of all necessary notices
drawings and test certificates.

14. The successful tenders shall properly safeguard against damage or injury to the public and to
any property or thing and shall alone be responsible for any such damage and injury to any
person or persons or thing arising in connection with it’s execution of work.

15. The employer Architects or their authorized representatives shall have full power for inspecting
the works or at any place from which the material is obtained. Acceptances of any such
materials shall no way relieve the contractor of his responsibility for meeting the requirements
and /or analysis not called for in the specifications shall be borne by the Bank in case the
material or work is found defective or of inferior quality. tests and /or analysis shall be done in
the laboratory approved by the client and the contractor shall permit Bank and or the client's
or their authorized representative to be present during any of the tests and /or analysis.

16. INSURANCE

The contractor shall indemnify Bank up to CAR Policy (Contractor's All Risk Policy) against
all claim which may be made by any member of the public or the third party in respect of
anything which may arise in consequence thereof and shall at his own expense arrange to
effect and maintain up to one month after the virtual completion from an office approved by
Bank a policy of insurance in the joint names and deposit such policy or policies with Bank
from time to time during the currency of this contract. The contractor shall also indemnify
Bank against all claims which may be made upon the Bank under the workman's
compensation act or any other statute in force during the currency of this contract or at
common law in respect of any employee of the contractor or any sub contractor and shall at
his own expenses effect and maintain up to one month after virtual completion of the contract
from an office approved by Bank a policy or policies of insurance in the joint names of Bank
and the contractor as aforesaid. The contractor shall be responsible for any other thing which
may exclude from the insurance policies above referred to and also for any other damage to
any property arising out of and incidental to the negligent or defective carrying out of this
He shall also indemnify Bank in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising there from. Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation caused, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the contractor.

17. WORKMAN AT SITE:

The contractors workpeople shall not be allowed to live on the site at any time throughout the contract nor to trespass beyond the limits of the site. The contractor will be held responsible for any acts of trespass by his workpeople.

18. MAINTENANCE AND GUARANTEE

The whole of the work to be performed under this contract shall be completed to the satisfaction of the Bank. The contractor without additional charge to renew or replaces any works which prove faulty from workmanship or materials and fully maintain the whole installations for a period of 2 years after the commencement of defects liability period of the main contract and a sum of 5% of the contract amount shall be retained by Bank.

19. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

(a) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Assistant General manager(P&E), State Bank of India, 3rd Floor, Synergy Building, G-Block, Bandra Kurla Complex, Mumbai-400 051 and same to be submitted at respective Branch/office within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor. The Assistant General Manager (P&E), State Bank of India, 3rd Floor, Synergy Building, G-Block, Bandra Kurla Complex, Mumbai-400 051 in the manner and within the time as afore said. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to The Assistant General Manager(P&E), State Bank of India, 3rd Floor, Synergy Building, G-Block, Bandra Kurla
Complex, Mumbai-400 051 in writing in the manner and within the time aforesaid.

(b) The Assistant General Manager(P&E), State Bank of India, 3rd Floor, Synergy Building, G-Block, Bandra Kurla Complex, Mumbai-400 051 shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The Assistant General Manager(P&E), State Bank of India, 3rd Floor, Synergy Building, G-Block, Bandra Kurla Complex, Mumbai-400 051 submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office, Mumbai for conciliation along with all details and copies of correspondence exchanged between him and The Assistant General Manager (P&E), State Bank of India, 3rd Floor, Synergy Building, G-Block, Bandra Kurla Complex, Mumbai-400 051.

(c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

(d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act arbitrator.

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

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their settlement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the
arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parities. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

20. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor (being an individual or a firm) commit any "Act of Insolvency", or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and if required by the Architect to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the Architect first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor there under:

(a) Has abandoned the Contract, or
(b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the Architect written notice to proceed, or
(c) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to completed within time agreed upon or
(d) Has failed to remove materials from site or to pull down and replace works within seven days after receiving from Architect written notice that the said materials or work where condemned and rejected by the Architect under these conditions or
(e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or
(f) Has to the detriment of good workmanship or in defiance of the Architect's instructions to the Contrary, submit any part of the contract or has used in the permanent works important materials which are substandard and not as per specification fraudulently making the Bank to believe that it is the specified material.

Then and in any of the said caused the Bank with the written consent of the Architect may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, but without thereby affecting the powers of the Architect or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently executed and being executed by or on behalf of the contractor. And further, Bank with the consent of the Architect by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shed, machines, steam and other power utensils and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in
carrying on and completing of the works or by employing any other Contractor or any other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the work shall be completed, or as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor, to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The Architects shall thereafter shall assertion and certify in writing under his hand what (if anything) shall be due or payable to Bank, for the value of the said plant and materials so taken possession of by Bank and the expense or loss which the Bank shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by Bank to the Contractor or by the Contractor to Bank as the case may be, and the certificate of the Architect shall be final and conclusive between the parties.
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the ______________ day of __________ 2021 between
________________________________________________ of ___________________________
(hereinafter called the “Employer”) of the one part and ___________________________
of ________________________________________ (hereinafter called “The Contractor”) of the
other part, where as the Employer is desirous of getting the work of “______________________________________________________________________”
executed and has caused drawings, conditions of contract, specifications and schedule of
quantities etc., describing the works prepared by Bank.

AND WHEREAS  the SAID DRAWINGS numbered as per list attached inclusive of  and the
conditions of contract, specifications and schedule of quantities etc., have been signed by or on
behalf of the parties hereto.

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions
set forth in the Schedule hereto (hereinafter referred to as “Said Conditions”) the works shown upon
the said drawings and described in the same specifications and included in the said schedule of
quantities for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and
which sum is estimated to be Rs. ____________ (Rupees________________________________________) (hereinafter referred to
as “Said Contract Amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said sum to be paid at the times and in the manner set forth in the
said conditions, the contractor shall upon and subject to the said conditions, execute and
complete the work shown in the said drawings and described in the said specifications.

2. The Employer shall pay the contractor the said sum or such sums as shall become payable
hereunder at the times and in the manner specified in the said conditions.

3. Tender documents containing work order Notice to the Contractor, Conditions of Contract,
Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities
with the rates entered therein, shall be read and studied as forming part of this agreement
and the parties hereto shall respectively abide by and submit themselves to the conditions
and stipulations and perform the agreement on their part respectively in such conditions
contained.

4. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract
to carry out work in respect of the entire works to be paid for according to actual measured
quantities, including variations from BOQ at the rates contained in the Schedule of rates
and Probable bill of quantities or as provided in the said conditions.

5. The Employer through the Architect, reserves to himself the right of altering the drawings
and natures of the work, of adding/substitution to or omitting any items of work or having
portions of the same carried out through alternate agencies without prejudice to this
contract.
6. Time shall be considered the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within 21 days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work in 21 days subject to nevertheless to the provisions for extension of time.

7. This agreement and contract shall be deemed to have been made in Mumbai and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Mumbai and only the courts in Mumbai shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this _______________ day of ______________ 2021

Signed by the said in the presence of:

WITNESS : SIGNATURE

NAME :

ADDRESS : EMPLOYER

WITNESS : SIGNATURE

NAME :

ADDRESS :
## CHECK LIST

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Applications duly filled and signed</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Declaration from the applicant duly signed and filled</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PAN/GST/TIN registration</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of Registration of Company</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>I.T. Registration and Assessment order</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>ISO certification</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Balance Sheet and Profit &amp; Loss Account for the last 3 years from Charted Account, consolidated audited turnover, solvency certificate</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Copies of Empanelment and registration details with other Dept. /Organization</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Work Completion Certificates</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>List of Technical / Administrative personnel employed with contact details</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>List of service centers and offices in Maharashtra with address</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>GST Registration for the state of Maharashtra</td>
<td></td>
</tr>
</tbody>
</table>

### Signature of the applicant(s) with seal:

Date: 
Place:
UNDER TAKING BY THE VENDOR

RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BATTERIES OF VARIOUS RATINGS TO SBI BRANCHES AND OFFICES UNDER LHO MUMBAI METRO CIRCLE

1. We have read and understood this Tender. We are authorized to sign and submit these documents.

2. We understand that if any stage it is found / noticed by the Bank, that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, the Bank may not consider our tender and / or may de-list us and / or may take any appropriate action against us.

3. We also understand that partly / wrongly filled tenders and / or applications not on prescribed pro-forma and or applications not accompanying relevant documents / enclosures / annexed documents are liable to be summarily rejected by the Bank.

4. The Bank’s reserves the right to reject all and or any bid without assigning any reason whatsoever.

5. We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge and believe.

6. The price bid process is through e-procurement (reverse auction) which will be conducted by our approved vendor. For necessary guidance / training on the bidding process, vendors are to be in touch with M/s E-procurement Technologies Ltd, Ahmedabad.

7. L1 vendor, immediately on completion of the reverse auction activity, has to provide the unit-wise prices of all the items in the tender to the Bank’s.

8. The Successful vendors should be prepared to supply additional quantities also to the Bank as and when orders are placed during the validity period of the tender. These prices will be advised to all our offices and the orders will be placed from our offices in Telangana.

9. Each item is treated as an individual item and order for the various battery ratings will be placed against the respective L1 after finalization.

10. All pages of the tender document shall be signed by authorized signatory and stamped. All corrections shall be duly signed and stamped. Bids received after the above date / time will not be considered.

11. Please quote separately for each of items in the format given below.

12. Batteries should carry a **minimum warranty of three years** from the date of installation. Onsite warranty should include free replacement of batteries during the warranty period.

13. The rate should be inclusive of all, levies, transport, transit insurance, loading-unloading etc. excluding GST. GST shall be paid separately as per norms. The rates shall be firm.
throughout the execution of the order. No variation in the quoted rates subsequently will be allowed and no additional claims other than quoted rates will be entertained. The rates should be inclusive of the delivery and installation charges of the sites.

14. The vendor must quote rates for battery supply and buy back separately

15. The Batteries should be supplied & installed within **two weeks** from the date of confirmed purchase order.

16. **Penalty:** If the delivery is not done within the stipulated time period, a penalty of 0.5% will be levied on the cost per week or part thereof for the delayed period subject to the maximum of 5% of the order value.

17. The Battery shall conform to the Bank’s standard specifications supplied with this notice and any deviation will be suitably penalized.

18. Wherever interstate movement is involved the compliance and completion of statutory formalities including matters relating to transport, sales tax, excise duty, or other access or tax and at the cost of vendor only. In case any document is to be signed for the purpose, the same may be obtained by the vendors representative from the specified office/branch of the bank and the same will be signed and returned by the bank after due verification.

19. Bank reserves the right to ask the vendors to divert the ordered equipment for a particular site to a different location/city/site, if the situation so warrants.

20. I/ we have read and agree to all the terms and conditions.

Date: 

Signature of authorized signatory with seal

Place:
RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BATTERIES OF VARIOUS RATINGS TO SBI BRANCHES AND OFFICES UNDER LHO MUMBAI METRO CIRCLE

(To be filed by Vendor)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Firm</td>
</tr>
<tr>
<td>2.</td>
<td>Address for correspondence</td>
</tr>
<tr>
<td>3.</td>
<td>Telephone nos. including Mobile no.</td>
</tr>
<tr>
<td>4.</td>
<td>Fax No. &amp; e-mail Id</td>
</tr>
<tr>
<td>6.</td>
<td>Year of Establishment</td>
</tr>
<tr>
<td>7.</td>
<td>Whether individual, partnership or company</td>
</tr>
<tr>
<td>8.</td>
<td>PAN, TIN, registration details of company</td>
</tr>
<tr>
<td>9.</td>
<td>ISO certification</td>
</tr>
<tr>
<td>12.</td>
<td>Details of major works of similar nature completed during last 7 years in PSU/Banks/Govt Organisations/Software firms. Details to be given in enclosed format (Annexure)</td>
</tr>
<tr>
<td>13.</td>
<td>Name and value of other similar major works on hand in PSU/Banks/Govt Organisations/Software firms. Details to be given in the enclosed format (Same as that of Annexure)</td>
</tr>
<tr>
<td>14.</td>
<td>List of Technical Personnel &amp; Administrative personnel employed. (Details to be given in enclosed format Annexure)</td>
</tr>
<tr>
<td>15.</td>
<td>List of other Service Personnel employed in Mumbai. (Details to be given in enclosed format Annexure)</td>
</tr>
<tr>
<td>16.</td>
<td>Escalation matrix of the company</td>
</tr>
<tr>
<td>17.</td>
<td>Banker’s Name</td>
</tr>
</tbody>
</table>

Signature of the vendor with seal
18. Copy of Income Tax return submitted during last 3 years to be enclosed.

19. List of registration with other Organizations

20. Whether registered for GST purpose. If so, mention number & date.

21. Audited balance sheet for last three years to be enclosed.

22. Solvency Certificate

23. GST Registration

Annual turnover for the last 3 years Rs in lacs

<table>
<thead>
<tr>
<th>Year ended</th>
<th>31.03.19</th>
<th>31.03.20</th>
<th>31.03.21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual turnover</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Separate sheets, documents, etc. in support of above can be enclosed.

Date: 

Signature of authorized signatory with seal

Place:
## PARTICULARS IN RESPECT OF MAJOR SUPPLY ORDERS FOR THE LAST 5 YEARS
(WORK ORDERS & COMPLETION CERTIFICATE TO BE ENCLOSED)

<table>
<thead>
<tr>
<th>Sl no</th>
<th>Name of work/project with address</th>
<th>Description of work executed</th>
<th>Name and address of the clientele</th>
<th>Time of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td>5</td>
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</tr>
</tbody>
</table>
BUSINESS RULE DOCUMENT FOR ONLINE E-REVERSE AUCTION FOR RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VARIOUS RATINGS OF BATTERIES AT SBI BRANCHES AND OFFICES (Tender ID: MUM20211225)

<table>
<thead>
<tr>
<th>BUYER NAME</th>
<th>The Asstt General Manager (P&amp;E), LHO Mumbai Metro Circle, State Bank of India, 3rd Floor, Synergy Building, Bandra Kurla Complex, Mumbai - 51.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE &amp; TIME OF AUCTION</td>
<td>To be intimated to all eligible vendors</td>
</tr>
<tr>
<td>DOCUMENTS ATTACHED</td>
<td>(A) Business rules for Reverse Auction (B) Terms &amp; conditions of Reverse Auction (C) Annexure - I (D) Process Compliance Statement (Annexure II) (E) Price Confirmation Letter (Annexure III) (F) Price break up (Annexure IV)</td>
</tr>
<tr>
<td>SPECIAL INSTRUCTIONS</td>
<td>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the vendor, in such cases.</td>
</tr>
</tbody>
</table>

**Important Note:** As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for an e-Procurement application is generated on a new algorithm, SHA2. Also, the Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.auctiontiger.net just below the label of “Download”.

**(A) Business rules for Reverse Auction:**

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “REVERSE AUCTION PROCEDURE” i.e. ON LINE BIDDING on INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only
shall be eligible to participate.
2. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on Internet.
3. SBI will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. Reverse auction will be conducted on schedule date & time.
7. At the end of reverse auction event, the lowest bidder value will be known on the network.
8. The lowest bidder has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of auction without fail.
9. In case SBI decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.
10. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of Reverse Auction:

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) who shall be SBI’s authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders’ responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and SBI is not responsible for such eventualities.

2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. You are required to give your compliance on it before start of bid process.

3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online Auction.

4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.

5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

6. At the end of the reverse auction, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure III & IV respectively.
7. Procedure of Reverse Auction:

✓ **Online English Reverse (no ties) Auction (Reverse Auction):**

- OPENING PRICE & BID DECREMENT AMOUNT: SBI will declare its Opening Price (OP), which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction’s start price, or lesser than the auction’s start price by one decrement, or lesser than the auction’s start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by **multiples of the decrement value**. The bid start price and decrement amount shall be specified by SBI.

**DURATION OF AUCTION:** English Reverse (no ties) shall be for a period of half an hour. If a bidder places a valid Bid in the last 5 minutes of Closing of the e-Auction, the e-auction shall get extended automatically for another 5 minutes. **In case, there is no Bid in the last 5 minutes of closing of e-Auction, the e-Auction shall get closed automatically without any extension.** Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction. **There are 6 limited Extension of 5 Minutes each.** Vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

8. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

9. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.

10. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not supply as per the rates quoted, SBI shall take action as appropriate.

11. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
12. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
   a. Leading Bid in the Auction
   b. Bid Placed by you
   c. Auction Opening Price & bid decrement amount
   d. Your rank in the auction

13. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, SBI and / or ETL shall take action as appropriate.

14. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder’s final offer to execute the work.

15. At the end of the Reverse Auction, SBI will decide upon the winner. SBI’s decision on award of Contract shall be final and binding on all the Bidders.

16. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.

17. SBI/ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

19. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.

20. **AUCTION TYPE:** 1) English Reverse No Ties Auction

21. **OTHER TERMS & CONDITIONS:**
   1. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
   2. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
   3. SBI’s decision on award of Contract shall be final and binding on all the Bidders.
   4. SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
   5. ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
   6. ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.**
- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s e-Procurement Technologies Ltd, Ahmedabad.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.
ITEM DESCRIPTION: E-REVERSE AUCTION FOR RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VARIOUS RATINGS OF BATTERIES AT SBI BRANCHES AND OFFICES (Tender ID: MUM20211225)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Opening Prices in Rs</th>
<th>Bid Decrement in Rs</th>
<th>Opening Time</th>
<th>Closing Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONLINE E-REVERSE AUCTION FOR RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING &amp; COMMISSIONING OF VARIOUS RATINGS BATTERIES AT SBI BRANCHES AND OFFICES (Tender ID: MUM20211225)</td>
<td>Package</td>
<td>Will be displayed On Auction screen</td>
<td>Will be displayed On Auction screen</td>
<td>As above</td>
<td>As above</td>
</tr>
</tbody>
</table>
Sub: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-REVERSE AUCTION FOR RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VARIOUS RATINGS OF BATTERIES AT SBI BRANCHES AND OFFICES (Tender ID: MUM20211225)

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document.

This letter is to confirm that:

1) The undersigned is authorized representative of the company.

2) We have read examined and understood the RFP / e-Auction documents pertaining to this event and have no reservations to the same.

3) We have studied all the terms & condition, commercial terms, the Business Rules governing the e-auction as mentioned in RFP (if any) and understood the RFP / e-Auction Business Rules documents (if any) pertaining to this event, and confirm our agreement to them.

4) We confirm that before participating in e-Auction event, we will arrange and check a Minimum System Pre-requisite to e-Auctioning well in advance before starting of the e-Auction. E.g., Operating System, Installation a Valid Digital Signature Certificate (DSC if applicable), Internet Explorer Browser Active-X Control settings to access the e-Auction portal smoothly as per Minimum System requirement which will be available on homepage of the e-Procurement website.

5) We agree that we shall change the password on receipt by us and keep it confidential. We agree that I shall not hold e-Procurement Technologies Limited (EPTL) responsible in any way for any losses that may be suffered by us because of disclosure of the password to any other person.

6) We also confirm that we have taken the training on the e-auction tool and have understood the entire functionality of the same thoroughly including all scenarios & available features for bidding pertaining to e-auction event.

7) We confirm that Dept. / Tendering Authority and EPTL (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-auction event.

8) In case of Digital Signature Certificate (DSC) based login to the e-Auction/e-Tender/event, we also confirm that we have a valid DSC issued by a valid Certifying Authority (approved by Controller of Certifying Authorities) in INDIA.

9) We take a note as advised by you related not to wait till last minute or last few seconds to submit valid bid to avoid any complication related to loss of internet connectivity, electricity failure, virus attack, network problems, system crash down, problems with the PC, any other unforeseen circumstances etc…Neither Department / Tendering Authority nor Service Provider (EPTL) are responsible for any unforeseen circumstance.
10) We also confirm that we will e-mail the price confirmation & break up of our quoted price to the Dept. / EPTL as per Annexures (if applicable) within 24 hours of the completion of the e-auction and the format as requested by Dept. / EPTL.

11) We, hereby confirm that we will honor the Bids placed by us during the auction process. Bid cannot be cancelled / withdrawn and you shall be bound to collecting / supply at your final bid price. If you back out and or collecting / supply as per the rates quoted, Dept. / Tendering Authority shall take action as appropriate.

12) We confirm that we have not changed or deleted any clauses in this Process Compliance Form (PCF) and submitting the same to the service provider / Dept. as it is duly stamped and signed. In addition, if any changes found in submitted PCF or in this Business Rules Document (if any) before or after completion of the Sealed Bid (if any) or e-Auction then Dept. / Service provider may take an appropriate action against us.

With regards,
Date:
Signature with company seal
Name:
Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
Scan it and send to this Document on komal.d@eptl.in
(E) Price Confirmation Letter (Annexure III)
(The bidders are required to print this on their company’s letter head and sign, stamp before emailing)

To,
E-Procurement Technologies Ltd. (AuctionTiger)
A-201/208, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad - 380 006. Gujarat State, India
Phone: 9904407997

Sub: FINAL PRICE QUOTED DURING E-REVERSE AUCTION FOR RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VARIOUS RATINGS OF BATTERIES AT SBI BRANCHES AND OFFICES (Tender ID: MUM20211225)

Reverse Auction Date:

Dear Sir,

We confirm that we have quoted.

----------------------------------------------------

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For ____________________

Name:
Company:
Date:
Seal:

(F) Price break up (Annexure IV)