

Ref: 118 /SZO/ISD/ 70

Date: May 20, 2011

Dear Sir,

**Request for Proposal [RfP] for purchase of batteries**

SIDBI, Chennai intends to procure thirty two nos of Sealed Maintenance Free (SMF) batteries. In this connection, proposals are invited from authorized dealers of UPS battery vendors to submit the proposal as per formats given in the following Annexure:

Annexure I : Terms and Conditions  
Annexure II : Commercial Bid Format  
Annexure III : Manufacturer Authorisation Form [MAF]

The commercial bids are to be submitted in a NON-Window envelope only, superscribing "Commercial Bid for the purchase of 12V / 65AH for SIDBI Chennai". The proposal, completed in all respects must be submitted by May 23, 2011 at 1500 hours at the address given below:

Dy. General Manager,  
SIDBI,  
Overseas Towers,  
756L Anna Salai,  
Opposite to TVS,  
Chennai 600 002  
Contact telephone No – 6663 6007

The bids will be opened at 1530 hours on May 23, 2011 at the address given above. The bidders are invited to remain present at the opening of bids.

SIDBI reserves the right to accept or reject any bid at any time without assigning any reasons therefore.

Yours faithfully

P D Saraswat  
Dy, General Manager(Premises)

Encl : As above

## **Annexure 1 Terms and Conditions**

### **Introduction**

SIDBI is having a 20 KVA UPS and another 5 KVA UPS (both of them Aplab make) at Chennai office premises. The UPS batteries of the 20 KVA UPS is at present more than 5 years old and currently is not giving any battery support during power failure. At present, 32 nos of 12 V / 65AH SMF batteries are installed in the 20 KVA UPS.

### **Delivery and installation**

- 1.** The Vendor should deliver the goods within the stipulated time as stated in the Purchase Order. It shall be 3 days from the date of the Purchase Order.
- 2** Installation will be treated as incomplete in one/all of the following situations:
  - a. Non-delivery of batteries or other components mentioned in the order.
  - b. Non-delivery of supporting documentation, if any.
  - c. Delivery is completed, but no installation of the components, if any.
  - d. System operational, but non satisfactory to the Bank.
- 3.** The batteries shall be supplied in a ready to use condition along with all necessary cables, connectors and other required accessories needed for successful installation.
- 4.** The Vendor shall install the batteries in the 20 KVA Aplab UPS at the delivery location specified in the RFP.

### **Delivery and documents**

The details of shipping and / or other documents to be furnished by the Vendor are specified hereunder.

1. Original copy of the invoices showing contract number, goods description, quantity, unit price and total amount;
2. The warranty certificate supplied by the OEM clearly mentioning the expiry date of the warranty period.

### **Origin of batteries**

1. The vendor is required to supply the batteries that are made in India only.
2. The quotations are invited from vendors of the UPS batteries from Chennai to submit the bids for the supply and installation of the batteries.

### **Cost details**

- 1.** The prices quoted by the Vendor should include all local taxes, VAT, duties, levies, transportation costs and insurance costs till the equipment is accepted by SIDBI.
- 2** Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract owing to fluctuation in foreign currency, change in the duty / tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 3** The prices quoted shall be valid for a minimum period of three months from the date of submission of the proposals.
- 4** Octroi alone, if applicable, will be paid at actuals, on production of suitable evidence of payment by the Vendor.

5 Further, subsequent to the orders being placed / agreement executed, the Vendor shall pass on to SIDBI all fiscal benefits arising out of reductions in Government levies viz., sales tax, excise duty, custom duty etc. Otherwise rates are firm during the entire contract period.

6 SIDBI will not provide Form-C or Form-D and Vendor will have to arrange for Form 31 or 32 or any other road permit , if required, on behalf of SIDBI.

7. The vendor is also required to quote for the existing / old batteries and the existing / old batteries have to be taken away from SIDBI premises after the installation of the new batteries at the cost of vendor.

#### **Terms Of payment**

1. The standard payment terms of SIDBI are given below.  
100% after delivery and successful installation of the items at specified locations.
2. The vendor will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by SIDBI officials while claiming the payment.
3. The vendor will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT, etc. in connection with delivery of goods at site including incidental services and commissioning.
4. All payments will be made to the vendor in Indian Rupee by cheque only by SIDBI, Chennai.

#### **Insurance**

The Vendor is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured till it is delivered and installed at the specified locations.

#### **Warranty**

1. The Vendor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
2. The Vendor further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by SIDBI's specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
3. On-site comprehensive warranty: The OEM warranty would be on-site and comprehensive in nature. The Vendor will warrant all the batteries against defects arising out of faulty design, materials and media workmanship etc. for a period of minimum **(02) year** from the date of acceptance of the batteries. Defective batteries shall be replaced by the Vendor at his own cost, including the cost of transport. The vendor's engineer will report at specified locations within two hours of reporting of breakdown through telephone / email or fax or courier at the vendor's office and repair the same at the earliest. Free on-site maintenance services shall be provided by the vendor during the period of warranty.
4. Further provided that the SIDBI may, during the currency of the warranty, shift the goods wholly or in part to other location(s) within the country and in such case the

Vendor undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the SIDBI.

**Penalty for default delivery**

If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 1% of the order value for the late delivered item for each week delay or part thereof, subject to maximum of 10% of value of the late delivered items. In case the delay exceeds five weeks, SIDBI reserves the right to cancel the order. In such an event vendor will not be entitled to claim or recover from SIDBI any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor may be debarred by SIDBI for participating in any future tenders floated by SIDBI.

**Patent rights**

In the event of any claim asserted by a third party for infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

**Force majeure**

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the Party affected, then notwithstanding anything here before contained, the Party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost dispatch.

If a force majeure situation arises, the Vendor shall promptly notify SIDBI in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by SIDBI in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event

**Governing language**

1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

2. The technical documentation, if any, involving detailed instructions for operation and maintenance, user manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

**Applicable laws**

1. The Contract shall be interpreted in accordance with the laws prevalent in India.

2. Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify SIDBI about all laws in force or as are or

as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect SIDBI and its employees/ officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

**3. Compliance in obtaining approvals/ permissions/ licenses:** The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable law, government regulation / guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees / officers / staff / personnel / representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and SIDBI will give notice of any such claim or demand of liability within reasonable time to the Vendor.

**Arbitration :**

In the event of a dispute or difference or difference of any nature whatsoever between the Vendor and SIDBI during the course of the assignment arising as a result of this order, the same will be referred for arbitration to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise two arbitrators and an umpire. The Vendor and SIDBI will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at a place mutually decided by the Vendor and SIDBI.

**Indemnity:**

The Vendor will indemnify SIDBI against any claims due to vendor's violation of any patents and copy rights, in such a form as prescribed by SIDBI.

**Right of SIDBI:**

SIDBI reserves the right to fully or partly accept the bids or completely reject the same without any reason whatsoever.

**Delivery location for the 12V / 65 AH SMF batteries**

1. 32 nos of 12V / 65 AH UPS batteries  
SIDBI,  
Overseas Towers, No,756L Anna Salai  
(Opposite TVS), Chennai 600 002

**Annexure -II  
Commercial Bid**

*Amount in ₹*

Name / details of the model / brand - \_\_\_\_\_

Sr No	Item	Quantity	Per unit cost inclusive of all taxes	Cost of all 32 nos of 12 V / 65AH batteries
1	Cost of 32 nos of 12 V / 65AH Sealed Maintenance Free batteries	32		
2	Buyback rate of the existing batteries	32		
3	Net cost (1-2)	***	*****	

Note:

1. All prices should be inclusive of all levies / taxes like service tax, sales tax, transportation, customs, excise, traveling charges, support service during warranty, etc.
2. The prices quoted above should be valid for a period of three months from the date of submission of the bid.
- 3. The vendor will be required to give minimum two year warranty support for the batteries and the vendor will be required to replace the faulty batteries free of all costs if required to replace.**
4. SIDBI reserves the right to fully or partly accept the bids or completely reject the same without assigning any reason whatsoever.
5. The vendor is also required to submit the Manufacturers Authorisation Form (format given in the Annexure III) filled up by the manufacturer, if the manufacturer is not directly bidding.
6. The vendor should also submit the copy of the current and valid authorized dealer's certificate issued by the manufacturer.
7. The vendors are required to quote for the batteries made in India only. The vendors are required to be from Chennai only to avoid all support related issues.
- 8. The buyback rates have to be provided mandatorily by the bidder. The same have to be taken away at vendor's cost also.**
9. The vendor is also required to install the batteries of one make / model. The batteries of different make / model will not be accepted.
10. The batteries that are being supplied shall be unused, totally fresh, new and manufactured recently.

Organization :

Name :

Designation :

Signature :

Date :

Place :

**Annexure III**

**Manufacturers Authorisation Form [MAF]**  
[to be submitted along with Commercial Bid]

Ref. No:

Date:

To,  
The Branch In-charge  
Small Industries Development Bank of India,  
Overseas Towers,  
756 L, Anna Salai, [Opposite TVS],  
Chennai 600 002

Dear Sir,

**Sub: RfP No.....dated .....for supply of 12 V / 65 AH SMF batteries**

We ..... who are established and reputable manufacturers of .....having factories at ..... and ..... do hereby authorise M/s .....[**Name and address of vendor**] to submit a bid and sign the contract with you for the goods manufactured by us against the above RfP No..... dated .....

We hereby extend our full guarantee and warranty as per the clauses of contract based on the terms and conditions of the RfP for the goods and services offered for supply by the above firm against the RfP.

Yours faithfully

[ ..... ]  
**Name of the Manufacturer**

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.