Request for Proposal Document (RFP)
RFP No. IDBI/PCell/RFP/2015-16/011
For
Procurement of UPS Systems
18 - August -2015
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Document Control Sheet</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Disclaimer</td>
<td>9</td>
</tr>
<tr>
<td>Section</td>
<td>Section – 1</td>
<td>10</td>
</tr>
<tr>
<td>1</td>
<td>1. Background</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>2. PURPOSE</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>3. Bid Security (EMD)</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>4. Due Diligence</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>5. Cost of Bidding</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>6. Cost of RFP / Bid Document</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>7. Amendment Of Bid Document/RFP Document</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>8. Eligibility Criteria / Pre-Qualification for Bidders</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>8. Bid Evaluation Criteria (BEC)</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>9. General Instructions</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>10. Delivery and Documents</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>11. Payment Terms</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>12. Installation &amp; COMMISSIONING</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>13. Installation Reports</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>14. Purchase Order (PO) Acceptance condition</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>15. Acceptance of Duty Free Credit Scrips (DFCS)</td>
<td>21</td>
</tr>
<tr>
<td>Section</td>
<td>Section – 2</td>
<td>22</td>
</tr>
<tr>
<td>1</td>
<td>1. Procedure for Submission of Bids</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>1.1. General</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>1.2. Documents to be submitted along with the Bid</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>1.3. Clarification of Bid Document</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>1.4. Language of Bids</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>1.5. Bid prices</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>1.6. Firm Prices</td>
<td>25</td>
</tr>
<tr>
<td>TABLE OF CONTENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7. Bidder Qualification ................................................................. 25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8. Earnest Money Deposit (EMD) .......................................................... 26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.9. Period of Validity of Bids .............................................................. 27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10. Format and Signing of Bid ............................................................. 27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11. Local Conditions ............................................................................ 27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.12. Last date for receipt of bids ......................................................... 28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.13. Late Bids ....................................................................................... 28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.14. Modification and Withdrawal of Bids ............................................. 28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.15. Address for Correspondence .......................................................... 29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.16. Opening of Bids ............................................................................ 29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.17. Clarifications ................................................................................ 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.18. Contacting Bank ........................................................................... 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.19. Post Qualification .......................................................................... 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Evaluation of Bids .............................................................................. 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Financial Bidding Process (Online REverse Auction) .............................. 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Bank's Right to Accept Any Bid and to Reject Any or All Bids ............. 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Acceptance of Bid ............................................................................... 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Signing of Documents ......................................................................... 33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Discharge of Bid Security ................................................................... 34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section – 3 ............................................................................................. 35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Definitions ........................................................................................ 35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Interpretation ...................................................................................... 36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Conditions Precedent ......................................................................... 37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Use of Contract Documents and Information ...................................... 37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Indemnity ............................................................................................ 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Inspection and Quality Control Tests .................................................. 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Manuals .............................................................................................. 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Acceptance Certificates ...................................................................... 40</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Transportation of Equipment</td>
<td>40</td>
</tr>
<tr>
<td>11. Incidental Services</td>
<td>40</td>
</tr>
<tr>
<td>12. Warranty</td>
<td>40</td>
</tr>
<tr>
<td>13. Payment against Bank Guarantee</td>
<td>41</td>
</tr>
<tr>
<td>14. Change Orders/Alteration/Variations</td>
<td>41</td>
</tr>
<tr>
<td>15. Contract Amendments</td>
<td>42</td>
</tr>
<tr>
<td>16. Delays in the Bidder’s Performance</td>
<td>42</td>
</tr>
<tr>
<td>17. Liquidated Damages</td>
<td>43</td>
</tr>
<tr>
<td>18. Termination for Convenience</td>
<td>43</td>
</tr>
<tr>
<td>19. Dispute Resolution</td>
<td>44</td>
</tr>
<tr>
<td>20. Addresses for Notices</td>
<td>44</td>
</tr>
<tr>
<td>21. Taxes and Duties</td>
<td>45</td>
</tr>
<tr>
<td>22. Bidder’s Integrity</td>
<td>46</td>
</tr>
<tr>
<td>23. Bidder’s Obligations</td>
<td>46</td>
</tr>
<tr>
<td>24. Patent Rights</td>
<td>47</td>
</tr>
<tr>
<td>25. Survival</td>
<td>47</td>
</tr>
<tr>
<td>26. No Agency</td>
<td>48</td>
</tr>
<tr>
<td>27. No Set-off, counter-claim and cross claims</td>
<td>48</td>
</tr>
<tr>
<td>28. The Tri-partite Agreement</td>
<td>48</td>
</tr>
<tr>
<td>29. Key Performance Measurements</td>
<td>48</td>
</tr>
<tr>
<td>30. Commencement and Progress</td>
<td>48</td>
</tr>
<tr>
<td>31. Start of Installation</td>
<td>49</td>
</tr>
<tr>
<td>32. Reporting Progress</td>
<td>49</td>
</tr>
<tr>
<td>33. Adherence to safety procedures, rules regulations and restriction</td>
<td>49</td>
</tr>
<tr>
<td>34. Statutory Requirements</td>
<td>50</td>
</tr>
<tr>
<td>35. Purchaser’s Right of Inspection and Periodic Audit</td>
<td>50</td>
</tr>
<tr>
<td>36. Contract Prices</td>
<td>51</td>
</tr>
<tr>
<td>37. Information Security</td>
<td>51</td>
</tr>
<tr>
<td>38. Records of Contract Documents</td>
<td>51</td>
</tr>
<tr>
<td>39. Ownership and Retention of Documents</td>
<td>52</td>
</tr>
<tr>
<td>40. Data and Hardware</td>
<td>52</td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS

1. Purpose .................................................................................................................. 62
2. Installation of UPS systems .................................................................................... 63
3. SERVICE LEVEL Expectations ( SLA) .................................................................... 63
4. Preventive Maintenance .......................................................................................... 64
5. Services DURING WARRANTY and AMC PERIOD .............................................. 64
6. Shifting Support: ..................................................................................................... 65
7. Reports ...................................................................................................................... 65
8. PENALTY (Delivery and Installation related) ......................................................... 65
9. PENALTY DURING WARRANTY and AMC PERIOD ........................................... 66
10. Format for Unconditional Acceptance of Terms & Conditions of the RFP ............ 67
11. Technical Bid Form ................................................................................................ 68
12. Indicative Commercial Bid Form (Price list for equipments) ............................... 70
## TABLE OF CONTENTS

4. Price Schedule - Format ................................................................. 72
5. Undertaking from OEM (MAF) .......................................................... 73
6. Format of power-of-attorney .............................................................. 74
7. Non-Disclosure Agreement ................................................................. 76
8. Contract Form .................................................................................... 81
9. Performance Bank Guarantee .............................................................. 83
10. Deed of Indemnity ............................................................................ 86
11. Acceptance Certificate ...................................................................... 89
12. Self declarations .............................................................................. 91
Section – 6 ........................................................................................ 93
TECHNICAL SPECIFICATIONS OF UPS SYSTEMS & BATTERIES .................. 93
Testing Format ..................................................................................... 97
ANNEXURE-I Bidder’s Profile ................................................................. 100
ANNEXURE-II Eligibility Criteria ............................................................ 101
ANNEXURE-III – Zone wise break-up of the states .................................. 103
ANNEXURE-IV :Letter for Refund of EMD .............................................. 105
ANNEXURE V- FORMAT OF PRE – BID QUERIES ................................... 106
ANNEXURE VI - BID RESPONSE - LIST OF DOCUMENTS TO BE SUBMITTED ................. 107
**DOCUMENT CONTROL SHEET**

<table>
<thead>
<tr>
<th>Name of the Company</th>
<th>IDBI Bank Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Reference No</td>
<td>IDBI / PCELL/RFP/2015-16/011</td>
</tr>
<tr>
<td>Date of issue</td>
<td>18-August-2015</td>
</tr>
<tr>
<td>Last date of submission of queries from prospective bidders</td>
<td>Date 24-August-2015, Time 6:30 pm</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>Date 25-August-2015, Time 03:30 pm</td>
</tr>
<tr>
<td>Last Date and Time for Receipt of Bids</td>
<td>Date 8– September -2015, Time 04:00 pm</td>
</tr>
<tr>
<td>Cost of the Bid Document</td>
<td>Rs.10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft / Bankers Cheque from a Scheduled Bank in favor of ‘IDBI Bank Limited’, payable at Mumbai only to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>A Bid Security of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of demand draft or pay order in favour of ‘IDBI Bank Limited’ payable at Mumbai only, to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Schedule for Opening of Technical Bids</td>
<td>Date 8– September -2015, Time 04:00 pm</td>
</tr>
<tr>
<td>Schedule for Online Reverse Auction</td>
<td>Date &amp; Time will be intimated to the shortlisted Bidders</td>
</tr>
<tr>
<td>Place of Opening of Bids and Address for Communication</td>
<td>IDBI Intech Ltd. Mafatlal Centre, 5th Floor, Nariman Point, Mumbai – 400 021</td>
</tr>
</tbody>
</table>
| Contact Person details              | Mr. Milind Parab (Tel. No. : 022-39148334, Email : Milind.parab@idbiintech.com)  
                                      | Mr. Nasir Nomani (Tel. No. : 022-61986935, Email : nasir.nomani@idbiintech.com)  
                                      | Mr. Tanmayi Rane(Tel. No. : 022- 61986937, Email : tanmayi.rane@idbiintech.com) |

Note:
1. This tender document is the property of Bank & is not transferable.
2. This bid document has 107 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
DISCLAIMER

The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IDBI Bank Limited (“IDBI Bank / Bank”), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation by Bank to any parties other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this RFP is to provide the Bidder(s) with information to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superceded by any later written information on the same subject made available / accessible to all recipients by IDBI Bank.

IDBI Bank reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this RFP at any stage without assigning any reason whatsoever. The decision of IDBI Bank shall be final, conclusive and binding on all the parties.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank’s website for any changes / development in relation to this RFP.
SECTION – 1

1. BACKGROUND

IDBI Bank Ltd ("Bank") is a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a deemed banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949). Bank is also a Scheduled Bank as notified by the Reserve Bank of India under the Reserve Bank of India Act, 1934. RBI has categorized IDBI under a new sub group "Other Public Sector Bank". IDBI Bank is engaged in providing finance to industries and conducting banking business.

2. PURPOSE

This “Request for Proposal” (RFP) is for supply, installation and maintenance of UPS Systems ranging from 3 to 120 KVA, as per the specifications (detailed in section 6 Technical specifications) with 36-months comprehensive onsite warranty on UPS, 24-months warranty on Batteries and comprehensive 36-months post-warranty AMC (on UPS), at various locations of IDBI Bank branches.

<table>
<thead>
<tr>
<th>UPS (KVA) Required</th>
<th>No. of UPSs required</th>
<th>Proposed location</th>
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<tbody>
<tr>
<td>3</td>
<td>43</td>
<td>PAN India</td>
</tr>
<tr>
<td>5</td>
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<td>10</td>
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<td>5</td>
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<tr>
<td>80</td>
<td>2</td>
<td>PAN India</td>
</tr>
<tr>
<td>120</td>
<td>2</td>
<td>PAN India</td>
</tr>
<tr>
<td>Total</td>
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- The above-mentioned quantities are only estimated projections for a period of one year from the date of award of contract. The actual procurement may vary by (+/-) 10% of the projected quantity.
- IDBI Bank reserves the right to modify the capacity / quantities of the UPS systems.
• The term of this Contract shall be initially for a period of 12 (Twelve) months from the date of signing of agreement extendable upto 18 months based on mutual consent.

3. BID SECURITY (EMD)

3.1. The Bidder shall furnish, as part of its Bid Security of Rs. 5,00,000/- (Rupees Five Lakhs only) by way of demand draft or pay order from any scheduled commercial bank drawn in favour of ‘IDBI Bank Limited’ payable at Mumbai.

3.2. The Bid Security will not bear any interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of the Bidder to sign and execute the order/purchase order/service order or any other documents, as may be required by Bank in case the Tender is accepted. The bid security of the unsuccessful Bidders will be returned within 90 days from date of award of contract.

4. DUE DILIGENCE

4.1. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder’s own risk and may result in rejection of the Bid and for which IDBI Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

5. COST OF BIDDING

5.1. The Bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and IDBI Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.

6. COST OF RFP / BID DOCUMENT

6.1. Cost of RFP / Bid document is Rs. 10,000/- (Rupees Ten thousand only). The prospective Bidder is required to pay the prescribed amount in the form of Demand Draft or pay order in favor of ‘IDBI Bank Limited’, payable at Mumbai, at the time of purchasing the RFP/Bid Document. In case, the Bid/RFP Documents are...
downloaded from the Internet (IDBI Bank site); the prescribed amount towards the cost of Bid Document should be paid along with the submission of the Bid response. Bids without the payment of amount towards the cost of Bid Document shall be rejected.

6.2. The Cost of RFP / Bid document is non-refundable.

7. AMENDMENT OF BID DOCUMENT/RFP DOCUMENT

7.1. IDBI Bank reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid.

7.2. At any time before the deadline for submission of Bids / offers, IDBI Bank may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP / Bid Document and all such modifications shall be binding on them.

7.3. It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank’s website for any changes / development in relation to this RFP.

7.4. If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, IDBI Bank at its sole discretion reserves the rights to extend the deadline for the submission of Bids. In no circumstance, the deadline for submission of Bids shall be extended beyond a period of 7 days. However, no request from the Bidder, shall be binding on IDBI Bank for the same. IDBI Bank’s decision in this regard shall be final, conclusive and binding on all the Bidders.

7.5. Any attempt by the Bidders to visit or meet Top management officials of the IDBI Bank in connection with or incidental to the Bid process, shall be construed by the IDBI Bank as an unlawful attempt by the prospective Bidder, to influence the RFP/ Bid process and may invite disqualification from bidding. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document/ or when called by the IDBI Bank.

8. ELIGIBILITY CRITERIA / PRE-QUALIFICATION FOR BIDDERS

Interested Original Equipment Manufacturers (OEMs) or Authorized Channel partner of OEM are required to submit their offer. Either OEMs or their Channel partner (not both) can participate in the Tender. In case of Channel partner’s participation on behalf of the OEM, authority letter from the OEM should be attached. Also one channel partner can participate only for one OEM vendor. The Bidder should meet the following eligibility criteria and the supporting documents thereof:
<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>ELIGIBILITY CRITERIA</th>
<th>SUPPORTING DOCUMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder must be a registered company</td>
<td>Certificate of registration / incorporation</td>
</tr>
<tr>
<td>2.</td>
<td>The bidder may be an OEM or Authorized Channel partner. <strong>One channel partner can participate only for one OEM.</strong></td>
<td>Letter of Authorization from OEM, in case of channel partner.</td>
</tr>
<tr>
<td>3.</td>
<td>The bidder should have been in the business of supplying, installing, commissioning and maintaining of UPS Systems in India for last <strong>FIVE</strong> years</td>
<td>A self certified letter in compliance</td>
</tr>
<tr>
<td>4.</td>
<td>The bidder should have supplied not less than 250 UPS systems (5KVA to 120KVA) during the last two years to banks/financial institutions having a large branch network of more than 1000 branch.</td>
<td>Copy of the Purchase Orders (PO) along with the name of banks/financial institutions, contact person, telephone number and the locations where UPSs are supplied and supported</td>
</tr>
<tr>
<td>5.</td>
<td>Direct service presence in at least 15 states across the country with presence in at least 1 state in North East region.</td>
<td>State-wise list of valid and accurate support center addresses, contact person/s with numbers &amp; the resolution/response matrix for the same.</td>
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</tbody>
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should not be less than **Rupees Forty Crores** in the each of the last three financial year as per the audited financial statement.

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<td>F.Y. 2013-14</td>
<td>F.Y. 2014-15</td>
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8. The production line / unit / factory of the brand of UPS System being quoted is **ISO 9001:2008 & 14001 certified**

9. CE Certified for each of the product offered

10. The bidder should not have been black listed by any PSB/Financial Institution/ Government Organization for breach of any applicable law or violation of regulatory prescriptions or breach of agreements during the last 2 years.

8. **BID EVALUATION CRITERIA (BEC)**

8.1. The vendor shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, is liable for rejection. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the vendor.

8.2. The Financial Bid will be opened only if the Technical Bid is cleared and accepted.

8.3. L1 vendor will be arrived at by considering the lowest bid through ORA Process (refer the Indicative Commercial Bid Form -Section – V).

8.4. Vendors are also required to quote separately for the AMC Charges Table (B) (refer the Commercial Bid Form -Section – V). **This will not be considered for determining the L-1 vendor.**

8.5. **All bidders will have to necessarily quote for the AMC Table (B) without which the bid will be treated as invalid.**
8.6.  The rate of AMC mentioned in Table (B) to be borne by the L1 vendor will be lowest of the following:

- The average rate quoted by all the bidder (other than L1 vendor) for AMC (Table B)

OR

- The rate quoted by the L1 vendor for AMC (Table B)

8.7.  Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. At any time during the process of Bid evaluation, Bank may seek specific clarifications from any or all Bidders. In case of any abnormality, the Bank’s decision will be final.

9.  GENERAL INSTRUCTIONS

9.1.  The Bid consists of two parts namely, Technical Bid and Indicative Commercial Bid, which are required to be submitted in two separate sealed covers marked as "Technical Bid" and "Indicative Commercial Bid".

9.2.  Bidder will be allowed to participate in the Online Reverse Auction (ORA) only after clearing the Technical Bid.

9.3.  All the bids, duly addressed to Deputy General Manager, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified in Document Control Sheet and must be submitted in person to the IDBI representative mentioned below at the following address on or before the due date specified in the Document Control Sheet

Deputy General Manager, IT Department,
IDBI Bank Limited
at IDBI Intech Limited,
5th Floor, Mafatlal Centre,
Nariman Point, Mumbai – 400 051

Attention:  Mr. Nasir Nomani
          Ms. Tanmayi Rane

9.4.  Bank reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.
9.5. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

9.6. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

9.7. Interested Bidders may obtain further information from:

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Contact No. / Email ID</th>
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</thead>
<tbody>
<tr>
<td>Mr. Milind Parab</td>
<td>02239148334  <a href="mailto:milind.parab@idbiintech.com">milind.parab@idbiintech.com</a></td>
</tr>
<tr>
<td>Mr. Nasir Nomani</td>
<td>022-6198 6935  <a href="mailto:nasir.nomani@idbiintech.com">nasir.nomani@idbiintech.com</a></td>
</tr>
<tr>
<td>Ms. Tanmayi Rane</td>
<td>022-61986937  <a href="mailto:tanmayi.rane@idbiintech.com">tanmayi.rane@idbiintech.com</a></td>
</tr>
</tbody>
</table>

9.8. Modification to the Bid Documents, if any, will be made available as addendum on the website and / or emailed to the prospective bidders.

9.9. The Bid Documents may be downloaded from our website [www.idbibank.com](http://www.idbibank.com) and submitted to the above mentioned office address.

9.10. If a holiday is declared on any of the dates mentioned above, the bids shall be received / opened on the next working day at the same timings specified above.

9.11. The Bidder should confirm in writing for supply of upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to IDBI’s approval, will be at the same contracted price of the obsolete model.

9.12. In case of reduction of prices due to technological obsolescence / change of product model, the Bidder should pass on the price benefit to IDBI.

9.13. **Successful Bidder would sign the Contract (in the manner and form as provided in Section 5) with Bank at Mumbai only.**

9.14. The Bidder should have a 24*7 Technical Assistance Center in India for customer support.

9.15. **To complete the work at the site within stipulated timeframe, Bidder’s engineers may have to visit the site multiple times, if required, at no extra cost.**

9.16. Each Bidder shall submit only one proposal.

9.17. Quotation shall remain valid for a period of **90 days** from date of submission of Commercial Bid.

9.18. Prices quoted should be EXCLUSIVE of taxes i.e. Sales Tax, VAT, and service tax as may be applicable.
9.19. Octroi / Entry Tax / Local Body Tax (LBT) will be payable at actuals on submission of original Octroi receipt, drawn in the name of “IDBI Bank Limited”. Applicable taxes would be deducted at source, if any, as per prevailing rates.

9.20. Information brochures /product catalogue must be attached with the quotations clearly indicating the model quoted for.

9.21. The price quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.

9.22. The price quoted is to be written in words as well as figures and in case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered to be correct.

9.23. All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.

9.24. IDBI Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

9.25. The Bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

9.26. IDBI Bank reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to award of the contract.

9.27. The bidder should provide unconditional acceptance certificate.

10. DELIVERY AND DOCUMENTS

10.1. Delivery of the equipment shall be made by the vendor in accordance with the System approved / ordered. The details of Documents including other documents to be furnished by the Bidder are specified hereunder:

10.1.1. THREE (3) copies of Bidder’s invoice showing contract number, Services description, quantity, unit price and total amount. Prior to preparing invoice copy and delivery challan before delivering of Router/s, the Bidder should check, verify and confirm the location address, user name, contact details with our purchase order. Bidder should ensure that proper delivery of equipment address, Name of end user, and contact details are mentioned on the invoice copy / delivery challan, so that the equipments to be delivered at the correct location & end user. If, found wrongly delivery of equipments at different location or to different user, then, it is whole responsibility of Bidder to re-deliver the equipments at designated / correct location or end user at their own expenses. No extra payment will be made on wrong delivery of equipment/s.
10.1.2. Original Delivery note and acceptance certificate duly signed for receipt, installation and commissioning of equipment from the concerned location.

10.1.3. Bidder’s warranty certificate.

10.1.4. Inspection certificate issued by the nominated inspection agency, if any.

10.1.5. Other documents which the Purchaser may specify to the Bidder.

10.2. The above documents shall be received by Purchaser before arrival of equipment (except where it is handed over to the consignee with all documents) and, if not received, the Bidder will be responsible for any consequent expenses and other liabilities arising therefrom.

11. PAYMENT TERMS

11.1. On Delivery, Installation and Commissioning:

(a) 50% against delivery,

(b) 40% against installation and commissioning and on production of Installation Report duly signed by the Bank person from the respective branches / locations / sites and submission of Performance Bank Guarantee.

(c) 10% against execution of legal documents including submission of Performance Bank Guarantee.

i.e 100% payment will be made only on fulfilling the aforesaid criteria of delivery, installation, commissioning and submission of all legal documents.

11.2. Annual maintenance related payments:

(a) Half yearly payments, in arrears.

(b) 100% of the invoice value will be paid on submission of the invoice along with the related preventive maintenance (PM) reports.

11.3. In case, the dealing group gives a go-ahead and it is found that the site is not ready due to delay in completion of work from bank side, the first tranche of 50% will be released against the delivery of material and the corresponding sign off from bank representative on the Installation Report and delivery challan indicating very clearly that “Site Not Ready(SNR)”. Further, if the vendor is not intimated of site readiness by the Bank within 30 days of the delivery, then the next tranche of 40% payment will be released and balance 10% will be released only after installation / commissioning of the I.T. equipments is completed, even though all other terms have been complied with.
11.1. Payment will be cleared after submission of necessary documents like delivery challan, Installation report (IR) duly signed / sealed by authorized bank person and road permit receipt if any. Authorized bank person full name, his EIN no & contact no mentioned on delivery challan & IR in case bank sealed not available.

11.2. Bidder has to submit the Performance Bank Guarantee for 10% of total contract value upfront at the time of signing of the contract.

12. INSTALLATION & COMMISSIONING

12.1. Delivery of equipments is to be made within a period of 4 weeks from the date of purchase orders. Delivery of equipments at locations in the eastern and the northeastern zones of the Bank, shall be made within a period of 6 weeks. List of States / location falling within the zones are given in Annexure III.

12.2. Delivery of equipments at new branches shall be made after getting a clearance and confirmation of the site readiness at the respective locations from the Dealing group of the Bank. On receipt of confirmation of the site readiness received from dealing group, the successful Bidder shall deliver the equipments within 4 weeks from the receipt thereof.

12.3. After the intimation of the site readiness, if vendor does not complete the installation in next 7 days penalty to be applicable.

12.4. Payment will be processed on monthly basis for those branches where installations are completed. Penalty (if any) will be adjusted against payment made.

13. INSTALLATION REPORTS

13.1. The successful vendor should take care to include the following points in the installation reports. Date of Site Readiness (especially for new branches) should be mentioned in the installation reports. It should be signed and stamped by Branch officer giving name, EIN and designation of the signatory.

13.2. Reason for delay for installation (for Adhoc / Replacement & New Branches) of IT Equipments:
• If the delay for installation is from vendor side – It should be mentioned as “Delay from Vendor side”

• If the delay for installation is from Branch side – The vendor needs to attach the email/signed statement on the installation report from the branch official concerned clearly mentioning that “The delay is from Bank side due to (give reason)”
14. PURCHASE ORDER (PO) ACCEPTANCE CONDITION

At a time of LOI acceptance, Bidder must provide the list of Support centers as per the Annexure-III.

15. ACCEPTANCE OF DUTY FREE CREDIT SCRIPS (DFCS)

a. Bank has received DFCS issued by Director General of Foreign Trade (under Foreign Trade Policy 2009-2014), Government of India under the Served from India Scheme. The same can be utilized by the IDBI Bank Limited for import / purchase of any capital goods, office equipments, office furniture, etc towards payment of Custom Duty / Excise Duty involved in the same.

b. IDBI Bank Limited will issue the DFCS to set off the Customs Duty / Excise Duty component in the cost which must be acceptable to the vendor. While preparing the Bills / Invoices, the excise Duty / Customs Duty components, if any, must be mentioned separately and the DFCS must be accepted by the Vendor towards the payment of the same."
SECTION – 2

1. PROCEDURE FOR SUBMISSION OF BIDS

1.1. GENERAL

1.1.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.

1.1.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.

1.1.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

1.1.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction.

1.1.5. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.1.6. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

1.1.7. The EMD as specified in point no. 1.8.1 should be paid along with the Bid Document during submission. Bids without the EMD shall be rejected.

1.1.8. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

1.1.9. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deem fit. Any adjustments so made by Bank shall be stated to the Bidder, if
Bank makes an offer to accept his bid. However, the final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.

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

1.1.11. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to or at variance with the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.1.12. The Bidder cannot quote in parts.

1.1.13. Bank is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. Bank also reserves the right to re-issue/re-commence the Bid/bid process. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.1.14. The Technical Bid shall contain no financial / commercial details. However a blank copy Price Bid Form should be enclosed with the corresponding Technical Bid with the price column of the Price Bid Form blanked out. A tick mark shall be provided against each item of the Price Bid Form to indicate that there is a quote against this item in the Price Bid. Offers with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.1.15. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.1.16. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.

1.1.17. Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.

1.1.18. One Copy of sealed Technical Bid & One Copy of the sealed Indicative Commercial Bid must be submitted at the same time, giving full particulars in separate sealed envelopes.

1.1.19. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

1.1.20. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
1.1.21. Each page should be stamped and initialed by authorized signatory.
1.1.22. The Bidders shall seal and mark the Bid accordingly.
1.1.23. All the envelopes must be super-scribed with the following information:
   - Type of bid (Technical or Commercial)
   - Reference Number (IDBI – RFP – ..........)
   - Due Date
   - Name of Bidder
   - Name of the Authorized Person/Mobile Number of the bidding entity.
1.1.24. All Schedules, Formats and Annexure should be stamped and signed by the authorized signatory of the Bidder.
1.1.25. One sealed Technical Bid superscribed as “Technical Bid for procurement of UPS System” & One sealed Indicative Commercial Bid superscribed as “Indicative Commercial Bid for procurement of UPS Systems” must be put together in a bigger envelope, sealed and submitted as aforementioned. The Bidder shall submit Only One Original set of the Bid.
1.1.26. ENVELOPE-I (Technical Bid): The Technical Bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The Technical Bid should be complete and should be submitted in the specified format only.
1.1.27. ENVELOPE-II (Indicative Commercial Bid): The Indicative Commercial Bid should give all relevant indicative price information and should not contradict the Technical Bid in any manner. The Indicative Commercial Bid should be submitted in the specified format only.
1.1.28. The prices quoted in the Indicative Commercial Bid should be without any conditions.
1.1.29. Please note that if either of these envelopes is found to contain both Technical and Indicative Commercial Bid together, then that offer will be rejected outright.

1.2. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

1.2.1. All the documents as detailed in Annexure-VI have to be submitted by Bidders. These are MANDATORY, without which the Bids are liable to be rejected.

1.3. CLARIFICATION OF BID DOCUMENT

1.3.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in writing at the mailing address indicated in Section-1. Bank will respond in writing, to any request for clarification of the Bid Document, received not later than the dates prescribed in Section-1 of this Bid Document. Bank’s response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank’s website.
1.4. LANGUAGE OF BIDS

1.4.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and Bank, shall be written in the English language.

1.5. BID PRICES

1.5.1. The Bidder shall indicate the unit prices and total Bid Prices of the services, it proposes to provide under the Contract.

1.5.2. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.

1.5.3. The total price quoted must be inclusive of cost of supply and providing services during the service period. The prices quoted will be exclusive of applicable taxes viz. sales tax, VAT, Service tax, etc.

1.5.4. Octroi / Entry Tax / Local Body Tax (LBT) payable will be exclusive as applicable at actual on submission of original Octroi receipt, drawn in the name of “IDBI Bank Limited”. Applicable taxes would be deducted at source, if any, as per prevailing rates.

1.5.5. The unit prices quoted by the Successful Bidder in Price Bid will be used to calculate charges for further orders over and above the projected quantities, if any.

1.5.6. In the absence of above information a Bid may be considered incomplete and summarily rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.5.7. Bidder shall carry out the supply and implementation of equipment strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the work duly operable and safe as per the best industry practice.

1.5.8. Bank reserves the right to modify the total quantities subject to a variation of ± 10%. The Bidder shall not and hereby waive any or all objections that it might have at the relevant point of time.

1.6. FIRM PRICES

1.6.1. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.7. BIDDER QUALIFICATION

1.7.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall
submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

1.7.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.

1.7.3. The Bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder’s organization. Each bid shall be signed by a duly authorized officer.

1.7.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.

1.7.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory’s authority.

1.8. EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall furnish as a part of its Bid, a Bid Security of Rs. 5,00,000/- (Rupees Five Lakhs Only) for each Zone (for which the bidder is bidding) by way of demand draft or bankers cheque or pay order in favor of ‘IDBI Bank Limited’ payable at Mumbai. This Bid Security must accompany the technical bid.

2. Rejection of Bid: Any technical bid not accompanied by EMD as mentioned above, shall be summarily rejected by IDBI Bank, without any further correspondence.

3. The Bid Security shall be forfeited:
   1. if a Bidder withdraws his bid during the bid validity period; or
   2. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
   3. If the Successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, as mentioned in the Bid Documents; or
   4. In the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by IDBI Bank in case the Bid is accepted.

4. The Bid Security shall not bear any interest.

5. The Bid Security of unsuccessful Bidders will be refunded within 30 (Thirty) days from the conclusion of contract.
6. The Bid Security of Successful Bidder will be refunded on execution of all legal documents including the submission of the Performance Bank.

7. Any decision by IDBI Bank in this regard shall be final, conclusive and binding on the Bidder/s.

1.9. PERIOD OF VALIDITY OF BIDS

1.9.1. Bids should be valid for **90 (Ninety) days from the last date of submission**. A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.9.2. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.10. FORMAT AND SIGNING OF BID

1.10.1. The Bidder shall submit Only One Original set of the Bid.

1.10.2. The original Bid shall be typed or written legibly. The original shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

1.10.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

1.10.4. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.10.5. Each page should be stamped and initialed by authorized signatory.

1.10.6. The Bidders shall seal and mark the Bid accordingly.

1.10.7. If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid’s misplacement or premature opening.

1.11. LOCAL CONDITIONS

1.11.1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

1.11.2. The Bidder and any of their personnel or agents / subcontractors will be granted permission by Bank to enter upon its premises and lands for the purpose of such inspection, but only upon the express
condition that the Bidder, their personnel and agents/subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.

1.11.3. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. Bank shall not entertain any request for clarification from the Bidder regarding such local conditions.

1.11.4. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Bank on account of failure of the bidder to appraise themselves of local laws/conditions.

1.12. LAST DATE FOR RECEIPT OF BIDS

1.12.1. Bids will be received by Bank on the date and at the address specified in the Document Control sheet. In the event of the specified date for the receipt of Bids being declared a holiday for Bank, the Bids will be received up to the appointed time on the next working day.

1.13. LATE BIDS

1.13.1. Any bid received by Bank after the last date for receipt of bids prescribed by Bank, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.13.2. In the event of the specified date for the receipt of Bids being declared a holiday for Bank, the Bids will be received up to the appointed time on the immediate next working day.

1.14. MODIFICATION AND WITHDRAWAL OF BIDS

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

1.14.2. The Bidder should submit its modified Bid in wholesome as a replacement of its previous Bid.

1.14.3. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

1.14.4. No Bid may be modified subsequent to the last date for receipt of Bids.

1.14.5. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security.
1.15. ADDRESS FOR CORRESPONDENCE

1.15.1. The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by Bank.

1.16. OPENING OF BIDS

1. Opening of Technical Bids: IDBI Bank will open the Technical Bids of the eligible bidders, in the presence of Bidders’ authorized representatives, who choose to attend the Technical Bid opening at the time and location mentioned in the Document control sheet. Bidders’ authorized representatives, who are present, shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI Bank, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by IDBI Bank and informed by e-mail or fax or letter or communication posted on the website of IDBI Bank.

2. Announcement of Bids: The Bidder’s name, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as IDBI Bank at its sole discretion may consider appropriate, will be announced at the opening of bids.

3. Bids not considered for evaluation: Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

4. Opening of Indicative Commercial Bids: On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted. The Bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

5. Indicative Commercial Bids of technically qualified Bidders only, as decided by IDBI Bank, will be opened. These will be retained and kept on Bank’s records. Indicative Commercial Bids of technically disqualified Bidders shall neither be opened nor returned to the Bidders.

6. Bidders’ authorized representatives will not be invited at the time of opening of the Indicative Commercial Bids. Further, the details of Indicative Commercial Bids submitted by the Bidder(s) will not be announced by IDBI Bank.

7. Only technically qualified (shortlisted) Bidders will be allowed to participate in an Online Reverse Auction (ORA).
1.17. CLARIFICATIONS

1.17.1. When deemed necessary, Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

1.18. CONTACTING BANK

1.18.1. No Bidder shall contact Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
1.18.2. Any effort by a Bidder to influence Bank’s Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

1.19. POST QUALIFICATION

1.19.1. Bank will determine to its satisfaction whether the Bidder selected (as having submitted the best-evaluated responsive Bid) is qualified to satisfactorily perform the Contract. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
1.19.2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.
1.19.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; Bank will proceed to the next best-evaluated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2. EVALUATION OF BIDS

2.1. Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetic errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.
2.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.
2.3. A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2.4. Bank may waive any minor informality or 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.

2.5. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, of the Bidders will be done. In the second stage, the commercial bids would be evaluated.

a) Technical Bid evaluation

1. A screening committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate Bids.

2. Each Bidder acknowledges and accepts that IDBI Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

3. The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP. Bidder’s proposal should conform to the format and chronology of the contents of the technical bid as listed out Annexure – VI of the RFP. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.

4. The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include, scrutiny of company profile, technical information of proposed Hardware/service solution, system demonstration / testing of proposed solution, reference calls and site visits. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the IDBI Bank, the capability of the Hardware to support all the required applications of the Banks.

5. The technical specifications are in a form of a table as provided in Section 6, which contains the required features in the second column. Bidder’s responses against each feature as detailed therein would be evaluated for the next process i.e. Commercial evaluation and ORA.

b) Commercial Evaluation

1. The Indicative Commercial Bid will be opened only if the Technical Bid is cleared and accepted.

2. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.
3. L1 vendor will be arrived at through an Online Reverse Auction (ORA). Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.

4. IDBI Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

5. IDBI Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders

3. **FINANCIAL BIDDING PROCESS (ONLINE REVERSE AUCTION)**

3.1. In this phase, the shortlisted Bidders who are technically qualified will have to participate in an Online Reverse Auction (ORA). The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.

3.2. After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation.

3.3. Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.

3.4. **The bidder participating in ORA must compulsorily have a Class 2 digital certificate to participate in the ORA.**

3.5. Successful bidder should indicate the unit rate of all the components listed in final commercial quotes within 3 (three) days after the conclusion of the ORA.

4. **BANK’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

4.1. Bank reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, 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 Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

5. **ACCEPTANCE OF BID**

5.1. Prior to the expiration of the period of Bid validity, Bank will notify the successful Bidder in writing, that its bid has been accepted.
6. SIGNING OF DOCUMENTS

6.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents within 15 days of the acceptance of LOI.

6.2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non-Disclosure Form and Deed of Indemnity etc.

6.3. The Contract form and all other documents would be signed at Mumbai only within 15 days of receipt of notification of award of contract.

6.4. Payment of stamp duty would be as per laws applicable in the State of Maharashtra.

6.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.

6.6. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

7. PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE

7.1. The successful Bidder shall furnish the Performance Bank Guarantee within 15 days of the receipt of acceptance by Bank, as per the format given in the RFP.

7.2. The value of the performance bank guarantee will be 10% of the total contract value.

7.3. The Performance Bank Guarantee (PBG) should be issued by a scheduled commercial bank (other than IDBI Bank) and directly forwarded to the Bank.

7.4. The Performance Bank Guarantee should be valid for a period of 6½ years from the date of issue of Bank Guarantee (inclusive of a claim period of 6 months). In the event of extension of the contract from 12 to 18 months on mutual consent basis, the bank guarantee will be extended for further 6 months.

7.5. The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the Vendor's failure to complete its obligations under and in accordance with the Contract.

7.6. Failure of the successful Bidder to comply with the requirement of the performance bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
8. DISCHARGE OF BID SECURITY

- Upon the aforesaid Successful Bidder signing the Contract, Bank shall promptly request the Successful Bidder to provide performance security / performance guarantee. EMD of such Bidder shall be discharged on signing of the Contract and other legal documents and upon furnishing the performance guarantee / security to the satisfaction of Bank.
- The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 30 (thirty) days after the conclusion of the contract.
- All the bidders are required to submit the EMD refund request in the format given in the RFP.
SECTION – 3

1. DEFINITIONS

In this Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

1. "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexeure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof to supply, install and commission of UPS Systems at 275 proposed new branches / locations / sites) (± 10% of the total) spread across pan India of the Bank, as inclusively stated under sections-4 Service Level Expectations and Specifications Systems & Solutions.

2. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority.

3. “Successful Bidder" or "Contractor" or "vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.

4. “Networth” means paid-up capital plus free reserves minus accumulated losses.


6. "Contract Price" means the price/compensation payable to the Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

7. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.

8. “Service Period” means the period of 6 years commencing from the date of successful commissioning as mentioned in the acceptance certificate issued by Purchaser. This period will comprise of 3 years of warranty. Three years of additional annual maintenance contract would be at the discretion of Bank on mutual agreeable terms.

9. "System" means a UPS Systems consisting of hardware and software required for branch operation, which should work together to provide the Services as mentioned in the Bid.

10. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Documents after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.

11. “Acceptance of Bid” means the letter/fax or any memorandum communicating to the Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.
12. “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by Bank).

13. "Confidential Information" means, (i) intellectual property information including Intellectual Property Information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

14. “Commissioning” means the System shall be considered to have been commissioned, when entire job, including supply, installation, configuration, integration, successful testing of UPS Systems with batteries is executed to the satisfaction of the Purchaser.

15. “Document” means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

16. “Effective Date” means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

17. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

18. “Parties” means the Purchaser and the Bidder and “Party” means either of the Parties.

19. “Site” means the place in which the operations/services are to be carried out or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

2. INTERPRETATION

In this Contract unless a contrary intention is evident:

a. The clause headings are for convenient reference(s) only and do not form part of this Contract;
b. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
3. CONDITIONS PRECEDENT

This Contract is subject to the fulfillment of the following conditions precedent by the Bidder.

a. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security) as mentioned in Section-2, as per the format given in Section-5.
b. Execution of a Deed of Indemnity as per format given in Section-5.
c. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
d. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.
e. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

a. The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section-5. The Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract.
shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

b. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

c. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

d. The Bidder shall sign the Non-Disclosure Agreement as per format provided in Section-5.

5. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS

a. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

b. Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

c. The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any
person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgements and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.

6. INDEMNITY

a. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favour of the Purchaser in a form and manner, as given in Section-5, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

7. INSPECTION AND QUALITY CONTROL TESTS

a. Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.

b. Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

c. **Purchaser has the right to inspect and test the goods at Bidder location / plant at any time during the contract period.**

8. MANUALS

a. The VENDOR must along with the equipment, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.

b. Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.

c. System manuals should include the specifications of the various equipments supplied.
9. ACCEPTANCE CERTIFICATES

a. On successful completion of acceptability test, receipt of deliverables, etc, and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Purchaser may issue an Acceptance Certificate in the format given in Section-5, The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

10. TRANSPORTATION OF EQUIPMENT

a. Where the Bidder is required under the Contract to transport the equipment or provide Services to a specified place of destination in India, being the project site or elsewhere, transport and render to such place of destination in India, including insurance (transit insurance included) and storage, as shall be specified in the Contract, shall be arranged by the Bidder, and the related costs shall be included in the Contract price.

11. INCIDENTAL SERVICES

The incidental services to be provided pursuant to and in accordance with the Contract are as under:

a. Performance of on-site installation and start-up of the System;
b. Furnishing of services required for the installation / customization and /or maintenance of the rendered Systems.
c. Furnishing manuals for each appropriate unit of the rendered Systems.
d. Maintenance of the rendered equipment for the “Contract Period”, provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
e. Any other related services as the Purchaser may require and deem fit.

12. WARRANTY

a. The Successful Bidder further represents and warrants that all equipment delivered rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.
b. The minimum comprehensive onsite warranty period shall be the period of 3 year from date of installation of UPS System at the respective location/s. The Bidder shall, in
addition, comply with the performance guarantees specified under and in accordance with the Contract. In SNR cases, warranty would start after 30 days from the date of the Installation Report signed as “SNR”.

c. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective equipment or parts thereof, without cost to Purchaser.

d. If the Bidder having been notified fails to remedy the defect(s) within the period specified in Section-4, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.

13. PAYMENT AGAINST BANK GUARANTEE

a. For all the payments to be made against bank guarantee, the same shall be issued by a Scheduled Commercial Bank as acceptable to Purchaser and forwarded directly to the Purchaser by the issuing Bank.

14. CHANGE ORDERS/ALTERATION/VARIATIONS

a. The Bidder agrees that the requirements given in specifications, charts, etc in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder’s selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser’s notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

b. Purchaser may, at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

i. Functional specification

ii. The Services to be provided by the Bidder
c. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’s performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser’s change order by the Bidder.

d. Any change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

e. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

f. Any change order shall be duly approved by the Purchaser (including any modification / change in the Contract Price) in writing.

g. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

15. CONTRACT AMENDMENTS

a. No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

16. DELAYS IN THE BIDDER’S PERFORMANCE

a. Delivery of the equipment & installation shall be made by the Bidder in accordance with the time schedule prescribed by Purchaser.

b. If at any time during performance of the Contract, the Bidder shall encounter conditions / situations impeding timely delivery of the equipment and its installation, the Bidder shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Bidder’s notice, Purchaser shall at the earliest evaluate the condition/ situation, and consider, extending the
Bidder’s time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.

c. Except as provided in the above clause, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.

17. LIQUIDATED DAMAGES

a. If the Vendor fails to Supply, Install, commission any or all of the UPS Systems as per the purchase order, within the time period(s) specified in the Contract/Purchase Order, or fails to maintain or provides services not in line with the agreed SLA (i.e. deficiency of services), then IDBI Bank shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract price subject to maximum deduction of 5% of the order value of the Supply and installation of the particular UPS System and delayed/unperformed Service(s). In case of undue delay beyond a period of 15 days unless otherwise waived by IDBI Bank / Purchaser, Purchaser may consider cancellation of the order (with immediate intimation) / termination of the Contract with a 30 day prior intimation.

b. If the Vendor fails to supply & install the entire quantity of UPS Systems as per the Purchase Order/Contract before the scheduled completion date or the extended date or if the Vendor repudiates to Supply, Install or Maintain the UPS Systems within the time scheduled as per the Contract / Purchase Order, IDBI Bank may without prejudice to any other right or remedy available to IDBI Bank as under the Contract, recover from the Vendor, as ascertained and agreed liquidated damages.

c. IDBI Bank may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Vendor in its hands (which includes IDBI Bank’s right to claim such amount against Vendor’s Bank Guarantee) or which may become due to the Vendor. Any such recovery or liquidated damages shall not in any way relieve the Vendor from any of its obligations to continue the Service/s or from any other obligations and liabilities under the Contract/Agreement.

d. IDBI Bank reserves the rights to waive the Penalties / Liquated Damages.

18. TERMINATION FOR CONVENIENCE
a. Notwithstanding the provisions of the Contract and/or the Bid Documents the Purchaser, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser’s convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

b. The Systems those are complete and ready for shipment within 7 (seven) days after the Bidder’s receipt of notice of termination shall be accepted by Purchaser at the contracted terms and prices.

19. DISPUTE RESOLUTION

a. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
   i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
   ii. The matter will be referred for negotiation between Chief General Manager, ITDepartment of the Purchaser and Mr. ___________ of the Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 days.

b. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

c. The Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

d. The provision under this section survives the contract.

20. ADDRESSES FOR NOTICES
a. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 (three) days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

<table>
<thead>
<tr>
<th>In the case of Purchaser</th>
<th>IDBI Bank Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>IDBI Building, Plot No.39-41, Sector-11, CBD Belapur,</td>
</tr>
<tr>
<td></td>
<td>Navi Mumbai – 400 614, Maharashtra</td>
</tr>
<tr>
<td>Attn:</td>
<td>Shri. Dinyar F. Sutaria</td>
</tr>
<tr>
<td>Tel:</td>
<td>+91-22-39148047, Fax: +91-22-27566313</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:dinyar.sutaria@idbiintech.com">dinyar.sutaria@idbiintech.com</a></td>
</tr>
</tbody>
</table>

In the case of the Bidder

| Attn:                         | Shri ........................................ |
| Tel:                           | +91-............................................ |
| Email:                         | ................................................... |

b. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

21. TAXES AND DUTIES

a. Bidder will be entirely responsible for all applicable taxes, duties, levies, impost, costs, charges, license fees, road permits etc., in connection with delivery of equipment at site including incidental services and commissioning. Payment of Octroi /entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

b. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

c. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted
and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

d. The Bidder’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

e. The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder’s, sub-Bidder’s and Bidder’s personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian tax law and the Purchaser shall promptly furnish to the Bidder original certificates (challans) for tax deducted at source and paid to the tax authorities.

f. The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay income tax, as may be imposed / levied on them by the Indian income tax authorities, for the payments received by them for the works under the Contract.

g. Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Income Tax Act and consequently any interest or penalty is imposed by the Income tax authority, the Bidder shall indemnify the Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such tax authority may assess or levy against the Purchaser/ Bidder.

h. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

22. BIDDER’S INTEGRITY

a. The Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

23. BIDDER’S OBLIGATIONS
a. The Bidder is obliged to work closely with Purchaser’s staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Bidder will abide by the job safety measures prevalent in India and will free Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder’s negligence. The Bidder will pay all indemnities arising therefrom and will not hold Purchaser responsible or obligated.

b. The Bidder would be required to install and implement the requisite support and information technology infrastructure (mentioned in Section-4) to enable the Purchaser to meet the operational objectives. It will be the Bidder’s responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/ Sites/Hardware/Software.

c. In addition to the aforementioned, the Bidder shall perform the Services at various locations specified by the Purchaser and establish the necessary infrastructure, including but limited to setting up of the necessary facilities, communication and computing equipment, LAN setup, service delivery mechanism by qualified personnel / competent person and any other infrastructure as may be necessary for the above mentioned purposes and other services as specified in the tender and changes thereof.

d. The Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

e. The Bidder / Vendor shall perform the Service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards and shall observe sound management, technical and engineering practices.

f. The Bidder / Vendor shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with the third parties.

24. PATENT RIGHTS

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

25. SURVIVAL
a. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

b. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

26. NO AGENCY

a. The Services of the Bidder herein shall not be construed as any agency of Purchaser and there shall be no principal agent relationship in this regard.

27. NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS.

a. In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

28. THE TRi-PARTITE AGREEMENT

a. The Bidder shall enter into relevant agreement covering all related Parties at a later date, if required, incorporating the requisite terms and conditions herein in the form and manner and to the satisfaction of Purchaser.

29. KEY PERFORMANCE MEASUREMENTS

a. Unless specified by the Purchaser to the contrary, the Bidder shall deliver the equipment and carry out the installations under and in accordance with the terms of this Contract.

30. COMMENCEMENT AND PROGRESS

a. The Bidder shall proceed to carry out the delivery & installations with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this
Contract and shall meet the standards of good industry practice. Individual orders would be placed on the Bidder in a phased/staggered manner.

31. START OF INSTALLATION

a. Prior to taking up installation of any major component of work, the Bidder shall submit to Purchaser his proposed procedures and obtain Purchaser’s approval in writing.

32. REPORTING PROGRESS

a. Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Services to the Purchaser. The Purchaser on mutual agreement between both Parties may change the periodicity of such reports. Extracts of the progress report to be termed, as “Executive Summary” shall be submitted in 3 copies, along with 3 copies of monthly progress report.

b. Bidder shall provide inventory details end of each month as per bank format.

c. Also the successful Bidder will have to participate in weekly meetings with the Purchaser to discuss project progress, various issues relates to efficient and timely execution of the order. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion.

d. The submission to an approval by the Purchaser of such programme as the furnishing of such particulars shall not relieve the Bidder of any of his duties, obligations or responsibilities under the Contract.

e. In case during execution of works/Services the progress falls behind schedule then the Bidder should notify the Purchaser in writing about the same with proper causes for the delay and recovery procedures mentioned. Bidder shall deploy extra manpower, resources to make up the progress. Programme for deployment of extra man power/resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder.

33. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

a. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced
by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

b. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

c. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

d. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

34. STATUTORY REQUIREMENTS

a. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

35. PURCHASER’S RIGHT OF INSPECTION AND PERIODIC AUDIT

a. The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.

b. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

c. Purchaser's right to inspect, test and, where necessary, reject the Goods/Services after the Goods/Services' arrival at the destination shall in no way be limited or waived by reason of the goods/services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods/Services' shipment from the place of origin.

d. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.
36. CONTRACT PRICES

a. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

37. INFORMATION SECURITY

a. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser’s premise without written permission from the Purchaser.

b. The Bidder personnel shall follow Purchaser’s information security policy and instructions in this behalf.

c. Bidder acknowledges that Purchaser’s business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder’s duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

d. Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

38. RECORDS OF CONTRACT DOCUMENTS
a. The Bidder shall at all time make and keep sufficient copies of the drawings, designs, data, specifications, charts, etc and the documents including any Contract documents for him to fulfill his duties and obligations under the Contract.

b. The Bidder shall keep on each site at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser and by any other person authorized by the Purchaser who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the Bidder throughout the duration of the Contract. Where one or more of Bidder’s offices are deployed in the works, all requirements of the Contract and Bidder’s obligation under the Contract shall apply equally at each office so deployed.

39. OWNERSHIP AND RETENTION OF DOCUMENTS

a. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

b. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

40. DATA AND HARDWARE

a. By virtue of this Contract, the Bidder’s team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder’s team in the course of performing the Services under this Contract.

41. REPRESENTATIONS AND WARRANTIES

a. In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

i. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the
required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.

ii. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services/Systems under the Contract.

iii. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

iv. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.

v. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.

vi. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

vii. That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.

viii. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

ix. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
x. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

xi. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.

xii. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorise the execution, delivery and performance by it of the Contract.

xiii. That all conditions precedent under the Contract has been complied.

xiv. That neither the execution and delivery by the Bidder of the Contract nor the Bidder’s compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

xv. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

xvi. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

xvii. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

xviii. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder’s business and operations are
being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

42. CONFIDENTIALITY

a. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:
   i. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
   ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
   iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendor, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
   iv. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of two (2) years from the date of such termination.

b. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
   i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
   ii. is independently developed by the recipient without breach of this Contract;
   iii. information in the public domain as a matter of law;
   iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
   v. is released from confidentiality with the written consent of the other party.

c. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.
Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder’s personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, documents etc.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

**43. TERM AND EXTENSION OF THE CONTRACT**

a. The term of this Contract shall be initially for a **period of 12 (Twelve) months** from the date of acceptance of LOI agreement extendable for further **period of 6 months based on mutual consent**.

b. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 30 days before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

**44. TERMINATION**

a. The Purchaser may, terminate this Contract by giving the Bidder a prior and written **30 days** notice indicating its intention to terminate the Contract under the following circumstances:
i. Where it comes to the Purchaser’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or this Contract.

ii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

b. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of **30 days** to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

c. **Termination for Default:** The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written **30 days** notice of default sent to the Bidder / Vendor, may terminate the Contract in whole or in part.

### 45. CONSEQUENCES OF TERMINATION

a. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

b. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
c. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder’s Bid and this Contract.
d. Nothing herein shall restrict the right of the Purchaser to invoke the bank guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.
e. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
f. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Bidder is obliged to transfer the legal ownership of such property that is supplied and installed at Purchaser locations for the purpose of completion of project to the Purchaser for a total consideration of Re. 1 (Rupee One only), at the time of expiration of the term of this Contract. If this Contract is terminated prior to the completion of Services the Bidder shall be obliged to transfer the ownership of the equipment and licenses thereon to operate in the existing Data Center, Disaster Recovery Site, LAN and WAN infrastructure provided under this contract to Purchaser.
g. Termination survives the Contract.

46. CONFLICT OF INTEREST

a. The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder’s team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
47. PUBLICITY

a. The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder his written consent.

48. RELATIONSHIP BETWEEN THE PARTIES

a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder’s Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.

b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

c. The Purchaser has no obligations to the Bidder’s team except as agreed under the terms of this Contract.

49. NO ASSIGNMENT

a. The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

50. ENTIRE CONTRACT

a. The terms and conditions laid down in the Bid and all annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supercedes any prior Contract, understanding or representation of the Parties on the subject matter.

51. GOVERNING LAW

a. This Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

52. JURISDICTION OF COURTS

a. The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

53. “NO CLAIM” CERTIFICATE
a. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

b. In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

54. COMPLETION OF CONTRACT

a. Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

55. PENALTY

a. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level Measurement given in Section-4 of this RFP.

b. Delivery and Installation of UPS Systems at the branches should commence within the period specified in this document from the date the contract is awarded to the Bidder / Successful Bidder, failing which the Bidder / Successful Bidder would be liable for a penalty as provided in the Bid Document and the Contract.

c. The ongoing performance and service levels of the Bidder / Vendor will be measured as per parameters defined in Section-4 of the Bid Document.

d. The Non-coordination related penalties will be applicable to the Vendor responsible for delay/default as provided under the Bid Documents.

56. INSURANCE TO BE TAKEN OUT BY THE BIDDER

a. The Successful Bidder / Vendor shall:
   i. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
   ii. at the Purchaser’s request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

b. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.

c. Third party liability insurance with a minimum coverage, of Rs.50,00,000/- for the period of the Contract.
d. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

e. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

f. Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder’s property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

g. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.

h. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.

i. Appropriate insurance to cover the equipment for the transit period and till the time of its delivery, installation/opened tested and accepted by bank at the respective site is to be taken by the vendor.
SECTION – 4 : SCOPE OF WORK

2. PURPOSE

2.1. This “Request for Proposal” (RFP) is for supply, installation and maintenance of UPS Systems of various capacity ranging from 3 to 120 KVA, as given below at various locations of IDBI Bank branches, pan India.

<table>
<thead>
<tr>
<th>UPS (KVA) Required</th>
<th>No. of UPSs required</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>43</td>
</tr>
<tr>
<td>5</td>
<td>173</td>
</tr>
<tr>
<td>10</td>
<td>28</td>
</tr>
<tr>
<td>15</td>
<td>9</td>
</tr>
<tr>
<td>20</td>
<td>6</td>
</tr>
<tr>
<td>30</td>
<td>5</td>
</tr>
<tr>
<td>40</td>
<td>2</td>
</tr>
<tr>
<td>60</td>
<td>5</td>
</tr>
<tr>
<td>80</td>
<td>2</td>
</tr>
<tr>
<td>120</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>275</td>
</tr>
</tbody>
</table>

2.2. The above-mentioned quantities are only indicative requirements for a period of one year from the date of award of contract. The actual procurement may vary by (+/-) 10% of the estimated quantity.

2.3. The successful Bidder shall be responsible for supply, installation and maintenance of UPS Systems as per the specifications (Section 6) and scope of work contained in the RFP. The list of states of proposed and existing branches is given in the annexure.

2.4. The supplied UPS Systems should have a 36-months comprehensive onsite warranty on UPS, 24-months warranty on Batteries and comprehensive 36-months post-warranty AMC (on UPS) from the date of installation of the respective UPS system.

2.5. The contract will be valid for a period of 12 months from the date of award of Contract (LOI) / First Purchase Order, whichever is earlier, in accordance with the Contract / Agreement to be entered into between the Supplier and IDBI Bank.
2.6. IDBI Bank reserves the right to extend the contract for a further period subject to mutual consent. The Purchase Orders will be issued from time to time for varying quantities and locations as per the requirement of IDBI Bank.

3. INSTALLATION OF UPS SYSTEMS

3.1. The successful bidder shall supply and install the UPS systems as under:

1. Install the UPS physically at the identified location.
2. Install all battery bank physically with interlink cables.
3. Check the Single/Three phase power supply and earthing
4. Terminate the cables properly at Input section, Output section and earthing.
5. Identify/Tagged single/Three phase, Neutral and Earth properly. (R,Y,B,N,E)
6. Check the Input, Output, Earth-Neutral voltage, DC Bus and Individual battery voltage and mention the same in the Installation Report.

4. SERVICE LEVEL EXPECTATIONS (SLA)

This section lists the minimum service level required to be maintained by the Vendor on award of the contract.

- The Successful Bidder will offer warranty for the hardware against defects arising out of faulty design, materials and workmanship for a period of Three (3) years from the date of acceptance / installation of the hardware.

- Defective equipment shall be replaced or a standby equipment provided thereto, by the bidder at his own cost, including the cost of transport if any.

- In case of Dead On Arrival (DOA) case, Bidder should provide the replacement or standby as per SLAs.

- The Bidder shall provide to the engineer all normal toolkit and test equipment needed for the maintenance of the hardware.

- To complete the work at the site/branch within the stipulated timeframe, Vendor’s engineers may have to visit the site multiple times at no extra cost to the Bank.

- The bidders should keep spare units at appropriate locations to meet the service level agreement (SLA) requirements. The address & number of units reserved should be indicated in the offer. This stock will be subject to periodic inspection by Bank. Noncompliance will invite penal action or disqualifications.
• The successful Bidder must co-ordinate with all back-end vendors for proper delivery and installation of the equipment at each branch location.

• Necessary road permits and way bills required for transportation and delivery of all the equipment should be arranged by the Bidder / Vendor.

• The successful Bidder shall appoint one engineer as a single point of contact for coordination purpose.

• One engineer must be present at each branch site on the day of the inauguration of new branches to coordinate and support during last minute exigencies.

### 5. PREVENTIVE MAINTENANCE

During the warranty period, IDBI Bank Branches/ offices may log a call with the Bidder’s IT Service desk for Preventive Maintenance at their convenience. However, the successful Bidder shall carry out half yearly preventive maintenance of the UPS Systems supplied to the Bank during AMC and submit their reports duly acknowledged by the branch with signature & seal along with their invoice.

### 6. SERVICES DURING WARRANTY AND AMC PERIOD

IDBI Bank Branches / offices will log a call with the Bidder’s Help / Service desk for Maintenance / repairs / downtime related issues. Vendor will promptly respond to the calls and take immediate and necessary steps to resolve the issues within the agreed time frames which shall not be more than the SLAs as laid down below.

For the purpose of SLA, a day means the period from the commencement of business hours to close of business hours at a particular location. (Normally 10.00 AM to 6.00 PM on weekdays and 10.00 AM to 2.00 PM on Saturdays)

An hour mean a duration of 60 minutes during the business hours of a location/Branch.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Response Time (#)</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metropolitan locations</td>
<td>Within 2 hours</td>
<td>Within 6 hours from response.</td>
</tr>
<tr>
<td>Urban locations</td>
<td>Within 2 hours</td>
<td>Within 6 hours from response.</td>
</tr>
<tr>
<td>Semi Urban locations</td>
<td>Within 2 hours</td>
<td>Within 6 hours from response.</td>
</tr>
</tbody>
</table>
Rural locations at less than or equal to 250 kms from Bidder’s support centre | Within 2 hours | Before Close of Business hours, the next day
---|---|---
Rural locations farther than 250 Kms from bidder’s support centre | Before Close of Business hours, the next day. | Before Close of Business hours, the second next day.

Note: Response Time shall commence from the time a call is logged. *250 km is just a suggested limit. You may indicate a more practical distance

Example: For a support call logged at 6:00 PM on a day from a Semi-Urban Branch (with business hours commencing form 11:00 AM and closing at 7:00 PM), the response to the call shall have been made before 12.00 PM of the next business day and the problem resolved within 6 hours from response. i.e., before 6:00 PM the same day.)

All response times mentioned above includes travel time of the Engineers also.

7. SHIFTING SUPPORT:

In case Bank wishes to shift any of the UPS systems from one place to another, the bidder shall make available an engineer for dismantling, pre-shifting inspection, post-shifting inspection, re-installation etc. Bank will reimburse all expenses for packing, shifting, insurance and other incidentals at actual. Bank shall not be responsible and shall not be liable to pay any losses, costs, expenses and/or otherwise incurred on account of any damage to the items of equipments, tools and machinery while such shifting is being carried out. The bidder shall submit their invoice for shifting activities separately.

8. REPORTS

8.1. Details of the UPS delivered / installed / commissioned shall be shared on monthly basis in the format provided by Bank. Delivery Format & Installation Report format will be provided to successful bidder.

9. PENALTY (DELIVERY AND INSTALLATION RELATED)

9.1. If the Bidder fails to deliver/ install any or all of the Systems and equipments mentioned in the Purchase order (PO) or install the same within 10-days from delivery or intimation of site readiness as the case may be, Purchaser shall, without prejudice to its other rights and remedies under and in accordance with
the Contract, deduct from the, a sum equivalent to 1% percent per week or part thereof of respective purchase order cost subject to maximum deduction of 5% of the purchase order value of the delayed equipment or unperformed services for that particular location.

9.2. This penalties will be applied distinctly for delay in delivery and delay in installation thereof.

10. PENALTY DURING WARRANTY AND AMC PERIOD

- Any component in UPS that are reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent or higher configuration) as per SLA mention in above matrix. The reporting will be through a telephonic message or any other mode as Bank may decide.

- In case of failure in complying with the SLA, Bank shall impose a penalty of a sum of Rs. 500/- (Rupees five hundred) per day per call till the call resolved, subject to a maximum of 5% of the value of the UPS systems, for which the call is logged. The penalty amount would be adjusted against any amount payable or Bank Guarantee (BG).

- If a call remains unresolved (no action taken) for more than 7-days, then, Bank reserves the right to get it repaired or hire another UPS. The cost of hiring/repair shall be recovered from amounts payable to the Bidder or the Performance Bank Guarantee. However, the Warranty/AMC will continue for such equipments.

- The equipments taken for repair by the Vendor to their workshop has to be returned within 10-days time, failing which the purchase cost of the equipment would be adjusted against any amount payable or Performance Bank Guarantee (BG).

- If a call is not resolved (no action taken) within 7 days, or the equipment taken for repair is not returned within 10 days, then it would be treated as deficiency in service and liquidated damages pertaining to deficiency in service would be applicable.

- IDBI Bank reserves the right to levy/ waived off penalty charges considering the circumstances that caused the delay in resolving or providing support at that point of time.

- During the AMC period, if the vendor fails to submit preventive maintenance reports for any or all locations 100% payment for those locations will be deducted from the AMC amount due.
SECTION – 5

1. FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

(To be submitted on the Bidder’s Letter Head)

To,

The Deputy General Manager,
IT Department
IDBI Bank Limited
IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Ref: RFP for Procurement of UPS Systems
Ref : RFP No: IDBI/PCell/RFP/2015-160/011 dated ........

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated by IDBI Bank Ltd., to supply, install and commission 275 UPS Systems at proposed new branches / locations / sites, pan India during the FY 2015-2016. The said contract rate would be for 12 months, which may be extended to 18 months as may be mutually agreed.

(Signature)
Name of the Authorised Signatory
Designation
Email id and Mobile no.
Company Seal

Place:
Date:

RFP No: IDBI/PCell/RFP/2015-16/011  Dated 18- August - 2015
2. TECHNICAL BID FORM

(To be included in Technical Bid Envelope)

Date: ......................

The Deputy General Manager,
IT Department
IDBI Bank Limited
IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Dear Sir,

RFP for Procurement of UPS Systems

Ref : RFP No: IDBI/PCell/RFP/2015-160/011 dated .......

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer to supply, install and commission of 275 UPS Systems at proposed new branches / locations / sites) (± 10% of the total) spread across pan India of the Bank in conformity with the above said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 10% (TEN PERCENT) of the Contract Price for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).
We agree and undertake to abide by the Bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initialed/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a demand draft of Rs.5,00,000/- {Rs. Five Lakh Only} towards EMD, in favour of "IDBI Bank Limited." drawn on ____________, __________ Branch payable at Mumbai.

We understand that the EMD will be refunded after signing the Contract/other legal documents and upon furnishing the performance guarantee in case of successful Bidder. The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 30 (Thirty) days after the conclusion of the contract. We have noted that Bid Security shall not carry any interest.

(Signature)
Name of the Authorised Signatory
Designation
Email id and Mobile no.
Company Seal

Place:
3. INDICATIVE COMMERCIAL BID FORM (PRICE LIST FOR EQUIPMENTS)

3.1. L1 will be identified and concluded by an Online Reverse Auction.

3.2. The start price for the purpose of ORA will be arrived at based on Table (A) of the indicative Commercial bids.

3.3. The Bidder should furnish the information / quotation as per following format:

**Indicative Commercial Bid Form Price List for Equipments**

Ref: RFP No: IDBI/PCell/RFP/2015-160/011 dated ........

**Table (A).**

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>UPS Capacity</th>
<th>Approx Qty</th>
<th>UPS Cost (Rs)</th>
<th>Accessories Cost (Batt Stand, interlinks) (Rs)</th>
<th>Battery Cost (Rs)</th>
<th>Installation Cost (Rs)</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(F)</td>
<td>(G)</td>
<td>(D+E+F+G=H)</td>
</tr>
<tr>
<td>1</td>
<td>3 KVA UPS</td>
<td>43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>5 KVA UPS</td>
<td>173</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>10 KVA UPS</td>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>15 KVA UPS</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>20 KVA UPS</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>30 KVA UPS</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>40 KVA UPS</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>60 KVA UPS</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>80 KVA UPS</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>120 KVA UPS</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Table (B). Annual Maintenance Charges (AMC) After 3 years Warranty**

<table>
<thead>
<tr>
<th>Years</th>
<th>(in % of the UPS cost (Column D of Table A)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th Year</td>
<td></td>
</tr>
<tr>
<td>5th Year</td>
<td></td>
</tr>
<tr>
<td>6th Year</td>
<td></td>
</tr>
</tbody>
</table>
Note:

1. Prices quoted should be exclusive of Sales tax/ VAT/ Service tax, as applicable.
2. Octroi / Entry Tax / Local Body Tax (LBT) as applicable, will be payable, at actual on submission of original Octroi receipt, drawn in the name of “IDBI Bank Limited”.
3. All other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
4. Applicable taxes would be deducted at source, if any, as per prevailing rates.
5. Successful bidder should indicate the unit rate of all the components listed in final commercial quotes within 3 (three) days after the conclusion of the ORA.
6. Vendors are also required to quote separately for the AMC Table (B) and this will not be considered for determining the L-1 vendor
7. All bidders will have to necessarily quote for the AMC Table (B) without which the bid will be treated as invalid.
8. The rate of AMC to be borne by the L1 vendor will be lower of the following:
   a. The average rate quoted by all the bidders (other than L1 vendor) for AMC (Table B)
   
   OR

   b. The rate quoted by the L1 vendor for AMC (Table B).

   The Bank’s decision in this regards will be final.

We declare that all the terms & conditions as per the RFP are agreeable to us.

(Signature)
Name of the Authorised Signatory
Designation
Email id and Mobile no.
Company Seal
Place:
4. PRICE SCHEDULE - FORMAT

(To be included in the Price Proposal)

1) Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.

2) Prices quoted are exclusive of Sales tax/ VAT/ Service tax, as applicable

3) Octroi / Entry Tax / Local Body Tax (LBT) as applicable, will be payable, at actual on submission of original Octroi receipt, drawn in the name of “IDBI Bank Limited”.

4) ALL other Taxes / Duties/ levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.

5) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.

6) In case of discrepancy between unit price and total price, the unit price shall prevail.

7) In case of discrepancy between figures and words, the amount in words shall prevail.

8) The final price quoted by the L1 bidder (rate contract) will be valid for a period of 12 months extendable up to 18 months, on mutually acceptable basis, from the date of award of the contract (acknowledgement of LOI). No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, will be admissible during the currency of the Contract.

9) For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on us.

10) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank’s approval, will be at the same contracted price as the obsolete model.

Sign
Name of the signatory
Designation
Mobile no.
Company Seal.
Date :
Place:
5. UNDERTAKING FROM OEM (MAF)

To,
The Deputy General Manager, IT Department
IDBI Bank Ltd
IDBI Tower, 18th Floor, WTC Complex,
Cuffe Parade, Mumbai -5.

Dear Sir,

We_______ (OEM Vendor) who are established and reputed manufacturers of_______ having factories/Depot at _____ do hereby authorize M/s.______ (Vendor Name) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our full guarantee and comprehensive warranty as per terms and conditions of the tender and the contract for our equipments quoted/services offered against this invitation for Bid by the above firm.

We also extend our back to back service support and Assurance of availability of our equipments and their components as per terms and conditions of the tender, to M/s._______ (Vendor Name) for a period of ____ years i.e. up to ________ (Period).

Dated at ______________ this _______ day of _____________2015.

(Signature)
Name of the Authorised Signatory
Designation
Email id and Mobile no.
Company Seal

Date:
Place:
6. FORMAT OF POWER-OF-ATTORNEY

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we _______________________ (name of the Bidder and its address) do hereby appoint and authorize Shri _____________ (full name and residential address) who is presently employed with us and holding the position of _________________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [●], in response to the RFP (Request for Proposal) floated by IDBI Bank Ltd (hereinafter referred to as IDBI Bank), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our Bid.

NOW KNOW YOU AND THESE PRESENTS WITNESS that I/We do hereby nominate, constitute and appoint Mr. _______________________ the officers/employee of the company, as constituted attorney of the company, with the authority to sign singly /the tender documents, Non-Disclosure Agreement, Contract Form/Agreement, Deed of Indemnity, Deed of Warranty, Service Level Agreement (as applicable) on behalf and in the name of the company in response to the RFP for procurement of UPS Systems (RFP Ref: IDBI/PCell/RFP/15-16/011) dated ) floated by IDBI Bank.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of __________________________ 2015

For __________________________

_________________________________________________________________
(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witnesses :

1)  

(Name, Signature & Address)

2)  

(Name, Signature & Address)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.
7. NON-DISCLOSURE AGREEMENT

This agreement made and entered into at ..................... this .......day of ........ 2015.

BY AND BETWEEN

............................................... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at .............. (hereinafter referred to as the contractor, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

IDBI Bank Limited (IDBI Bank), a company registered under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 having its registered office at IDBI Tower, Cuffe Parade, WTC Complex, Colaba, Mumbai-400005 (hereinafter referred to as “IDBI Bank” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Contractor and IDBI Bank are hereinafter collectively referred to as “the Parties” and individually as “the Party”

WHEREAS:

1. IDBI Bank is engaged in the business of banking and for the purpose of expanding its operations desires to procure Uninterrupted Power Supply (UPS) Systems, with the specifications prescribed in the RFP and had invited bids from interested parties for supply and installation of the same, with a 36 months Comprehensive onsite warranty on UPS, 24 months on batteries and a 36 months comprehensive post-warranty AMC on UPS from the date of installation of the respective UPS System at various locations of IDBI Bank for a period of 12 months from the date of the award of Contract.

2. In the course of such supply installation and maintenance, it is anticipated that IDBI Bank or any of its directors, officers, employees, officials, representatives or agents may disclose, or deliver, to the Contractor some Confidential Information (as hereinafter defined), to enable the Contractor to install and provide maintenance of the UPS System (hereinafter referred to as "the Purpose").

3. IDBI Bank is duty bound to ensure that information in respect of its constituents is not disclosed to third parties and has agreed to disclose such Confidential Information on ....................... . executing an agreement, being these presents, to safeguard and protect such Confidential Information as it may receive from IDBI Bank or its officers/employees etc. for the Purpose.

Now, therefore this Agreement witnesseth and it is hereby agreed by and between the Parties hereto as follows:
1. **Confidential Information**: “Confidential Information” means all information disclosed/ furnished by IDBI Bank to the Contractor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Contractor to supply, install and provide maintenance and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure).

The Contractor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by

   a. was rightfully in the possession of the Contractor without any obligation of confidentiality prior to receiving it from IDBI Bank,
   b. was rightfully obtained by the Contractor from a source other than IDBI Bank without any obligation of confidentiality,
   c. was developed by for the Contractor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Contractor shall, unless prohibited by law or regulation, promptly notify IDBI Bank of such order and afford IDBI Bank the opportunity to seek appropriate protective order relating to such disclosure.
   d. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
   e. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinafore are applicable to the information in the possession of the recipient

a) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of IDBI Bank in respect of the Confidential Information.

b) In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in
no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. **Non-disclosure:** The Contractor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Contractor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Contractor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Contractor may disclose Confidential Information to consultants only if the consultant has executed a Non-Disclosure Agreement with consultants that contains terms and conditions that are no less restrictive than these presents and the Contractor agrees to notify IDBI Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a) information regarding IDBI Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

b) any aspect of IDBI Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

c) business processes and procedures; or

d) current and future business plans; or
   - personnel information; or
   - financial information.

3. **Publications:** The Contractor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of IDBI Bank.

4. **Term:** This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by IDBI Bank, whichever is earlier. The Contractor hereby agrees and undertakes to IDBI Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to IDBI Bank, all information received by it from IDBI Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Contractor further agrees and
undertake to IDBI Bank to certify in writing upon request of IDBI Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by IDBI Bank to the Contractor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with IDBI Bank.

6. **Remedies:** The Contractor acknowledges the confidential nature of Confidential Information and that damage could result to IDBI Bank if the Contractor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, IDBI Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. IDBI Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Contractor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to IDBI Bank shall include IDBI Bank’s costs and expenses of enforcement (including the attorney's fees).

7. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. **Indemnity:** The Contractor shall defend, indemnify and hold harmless IDBI Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Contractor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Contractor, in the course of discharge of its obligations under this Agreement.

10. **General:** The Contractor shall not reverse–engineer, de-compile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the IDBI Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by IDBI Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.
IDBI Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. **Waiver**: A waiver (whether express or implied) by IDBI Bank of any of the provisions of this Agreement, or of any breach or default by the Contractor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent IDBI Bank from subsequently enforcing any of the subsequent breach or default by the Contractor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

(Signature)
Name of the Authorised Signatory
Designation
Email id and Mobile no.
Company Seal

Place:
Date:

Accepted –
Bank
8. **CONTRACT FORM**

**THIS AGREEMENT** made at...................... the ........day of ......................... 2015 between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and ............. (Name of Successful Bidder) of ......................... (Please specify the registered office of the Contractor) (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Purchaser and Contractor are hereinafter collectively referred to as "Parties" and individually as “Party”.

WHEREAS the Purchaser invited Bids for Vendor to supply, install and commission of 275 UPS Systems at proposed new branches / locations / sites (± 10% of the total) spread across pan India of the Bank (“Services”) and the Purchaser has accepted a Bid by the Vendor for rendering of the Services for the sum of .................(Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP referred to.
   
2) The following documents of RFP shall be deemed to form and be read and construed as part of this Agreement / Contract, viz.,
   
   a) Bid documents
   
   b) Invitation for Bids / RFP
   
   c) Instructions to Bidders
   
   d) The Bid form and the price schedule submitted by the Successful Bidder/Contractor;
   
   e) Service level expectations
   
   f) The technical & functional specifications ;
   
   g) The terms and conditions of Contract ;
   
   h) The purchaser’s notification of award ;
   
   i) Schedule of dates, amounts etc.

3) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
4) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services and the remedying of defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named

Signature:

Name:

IN THE PRESENCE OF:

1. Signature
   Name: ............................
   Address: ............................

2. Signature
   Name: ............................
   Address: ............................

Signed and Delivered by the within named

Signature:

Name:

IN THE PRESENCE OF:

1. Signature
   Name: ............................
   Address: ............................

2. Signature
   Name: ............................
   Address: ............................
9. PERFORMANCE BANK GUARANTEE

(This document must be forwarded by the issuing Bank directly to IDBI Bank at its specified address)

GUARANTEE FOR PERFORMANCE OF CONTRACT / AGREEMENT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _________ Two Thousand Fifteen

BY:

______________________ Bank, a body corporate constituted under _______________, having its Registered Office/ Head Office at _____________, and a Branch Office at _________________. (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED (IDBI), a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as “IDBI Bank” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

(a) WHEREAS IDBIBank had called for the bids for engagement of Vendor to carry out supply, installation and maintenance of 275 UPS Systems alongwith batteries as per the specifications prescribed therein (herein after referred to as "Supply") and maintain the same during the Warranty period of 36 months for UPS systems and 24 months for batteries from the date of installation of the respective UPS Systems (herein after referred to as "Service/s") at the specified locations as per the terms and conditions of the Contract/ Agreement dated...................(the Agreement); and for the purposes M/s.........................have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on ........... (Agreement) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and other related documents (hereinafter collectively referred to as “the said documents”), the purchasing Bank has agreed to avail from M/s....................... and M/s.............................. has agreed to provide to the said Bank, the Services, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as
“the Services”), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, the Vendor has agreed to Supply & provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour of the purchasing Bank, from a Scheduled Commercial Bank acceptable to the purchasing Bank for securing .......... onwards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement/the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the purchasing Bank, payment of the .......... of the Contract Price amounting to ........................................(in words) towards faithful observance and performance by the Vendor of the terms of the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

The Guarantor hereby guarantees and undertakes to pay, on demand, to the purchasing Bank at its office at Mumbai forthwith, the (amount of BG) or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the prior written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

The liability of the Guarantor, under this Guarantee shall not be affected by:

any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or acquisition or rationalization of the Vendor and/or any of its undertaking(s) pursuant to any law; or any change in the constitution of IDBI Bank / Vendor; or any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed 10% of the contract value as specified in the Contract / Agreement.

This Guarantee will expire on _____________. Any demand or claim under this Guarantee must be received by the Guarantor by ____________ and if no such demand or claim has been received by the Guarantor within the aforesaid mentioned date, then all the rights of the Bank under this Guarantee shall cease.

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city / Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts even though other Courts in India may also have similar jurisdictions.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor, _________________,

by the hand of Shri. ___________,

its authorized official.
10. DEED OF INDEMNITY

This Deed of Indemnity executed at Mumbai on the _____ day of _______ by __________________________________________ (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “IDBI Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS

(1) The Obligor has

(b) offered to supply IDBI Bank with UPS Systems alongwith batteries at its various locations, with the specifications as prescribed in the Agreement / Contract dated _________ during the period of 12 months from the date of First Purchase Order and subsequent purchase orders to be issued by IDBI Bank from time to time. The Supply of UPS Systems and batteries by the obligor is herein after referred to as “Supply”.

(c) agreed to install and provide comprehensive maintenance at various locations for the UPS Systems and batteries supplied by them in terms of the Agreement / Contract dated _________ and respective Purchase Orders issued from time to time during the Contract period and during the comprehensive onsite warranty period of 36 months for UPS system and 24 months for the batteries supplied along with the UPS system from the date of installation of the respective UPS System. (The installation and maintenance are herein after collectively referred to as “Service/s”).

(d) represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for Supply and Service/s to IDBI Bank.

(e) represented and warranted that the aforesaid supply/services offered to IDBI Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of IDBI Bank.

(f) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/Agreement with IDBI Bank.
(2) IDBI Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to purchase the UPS Systems and avail the Services of the Obligor on the terms and conditions contained in its Agreement/Contract dated _______________ with the Obligor;

(3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of IDBI Bank indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to IDBI Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

(4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of IDBI Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of IDBI Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified IDBI Bank, including its respective directors, officers and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against IDBI Bank by whomsoever and all losses, damages, costs, charges and expenses that IDBI Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement.

(2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
(3) The Obligor further agrees to provide complete documentation of all UPS Systems, they are having. The Obligor shall also indemnify and keep indemnified IDBI Bank against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise in account of any default and or breach and or otherwise in this regard.

(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of IDBI Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to IDBI Bank).

(7) This indemnity shall survive the aforesaid Agreement.

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) IDBI Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of IDBI Bank

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

(Signature)
Name of the Authorised Signatory
Designation
Email id and Mobile no.
Company Seal

Place:
Date:
11. ACCEPTANCE CERTIFICATE

No. __________________________ Date : __________________________

M/s. …………………………

…………………………

Sub : RFP for Procurement of UPS Systems
Reference No : IDBI /PCell / RFP/2015-16/011

Certificate of Delivery# / Commissioning# of Systems

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

   a) Contract No. __________________________ dated __________
   b) Description of the UPS Systems ( Make , Model, KVA Rating ) __________________________
   c) Equipment’s Serial No. __________________________
   d) Quantity of the UPS __________________________
   e) No. of batteries and VAH Rating of batteries __________________________
   f) Battery Make __________________________
   g) Batteries Serial no
       __________________________
       __________________________
       __________________________
   h) Date of Delivery of Equipment __________________________
   i) Date of commissioning and proving test __________________________

2) Details of services not yet supplied and recoveries to be made on that account :

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Amount to be recovered</th>
</tr>
</thead>
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</tbody>
</table>
3) The Contractor has fulfilled his contractual obligations satisfactorily*  
   Or  
   The Contractor has failed to fulfill his contractual obligations with regard to the following:  
   a)  ..................................................................................................................  
   b)  ..................................................................................................................  
   c)  ..................................................................................................................  
   d)  ..................................................................................................................

4) The Contractor has fulfilled his contractual obligations satisfactorily*

5) The amount of recovery on account of non-render of Services /Systems is given under point No. _____.

6) The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

   Signature: __________________
   Name    : __________________
   Designation: __________________

# Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:

(a) It has adhered to the time schedule specified in the contract in dispatching / installing the systems/ manuals pursuant to Technical Specifications.

(b) He has supervised the commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the system.

(c) Training of personnel has been done by the Contractor as specified in the Contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.
12. SELF DECLARATIONS

(Undertaking to be submitted on Bidder’s Letter Head)

To,

DGM (ITD),

IDBI Bank Ltd.

IDBI Tower, 18th floor, WTC Complex,

Cuffe Parade, Mumbai – 400 005.

Sub : RFP for Procurement of UPS Systems
Reference No : IDBI/PCell/RFP/2015-16/011

We, [●] (name and designation) on behalf of [●] having its registered office at [●] have submitted a Bid proposal to IDBI Bank for [●] in response to the Request for Proposal (RFP) dated issued[●] by IDBI Bank.

1. We are duly authorized persons to submit this undertaking

2. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

3. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same

4. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.

5. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information’s may be required by IDBI Bank from time to time.

6. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

7. There is no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
8. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

9. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

It is further certified that we have not modified or deleted any text/matter in this RFP.

Dated this _____ day of ____________________ 2015

Signature

(Company Seal)

__________________

In the capacity of

Duly authorized to sign bids for and on behalf of:
SECTION – 6

TECHNICAL SPECIFICATIONS OF UPS SYSTEMS & BATTERIES

3/5/10/15/20/30/40/60/80/120KVA

**General Specifications:**

The production line/unit/factory of the brand of UPS System being quoted should be **ISO 9001:2008 and 14001 certified** and the **CE Certificate** of the product offered with Model number mentioned on it has to be submitted.

1. Micro processor controlled, double conversion, true on-line with galvanic isolation for input and bypass system.

   The UPS systems will have Galvanic Isolation at the input and at the bypass. The transformer may be inbuilt (upto 20 KVA) and inbuilt or external beyond 20 KVA. **Galvanic Isolation at the output is not essential.**

2. PWM technology with IGBT.

3. Compact design.

4. Floor mounted.

5. SNMPinterface&webenabledmonitoringsoftware (Optional: **Tobequotedseparately along with UPS**).

6. Generator compatibility for operation on generator set.

7. Operating ambient temperature: 40degC

8. ThemaximumlengthofcablebetweenUPSandbatterybankmaybeupto10meters.

   Bidder has to quote per meter Rate for cable length more than 10 meters.

9. Only copper wire sand cables to be used.

10. Input and output cables of up to 10 meter each to be provided by the vendor with the UPS system as per site requirement.
**INPUT Specifications:**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Input voltage (For 3 KVA&amp; 5 KVA)</td>
<td>230Volt, Single-phase input and Single-phase output (1:1) 3-wires</td>
</tr>
<tr>
<td></td>
<td>Input voltage (For 5/10/20KVA &amp; 20KVA)</td>
<td>415Volt, 3-Phase input and Single-phase output (3:1), 4-wires</td>
</tr>
<tr>
<td></td>
<td>Input voltage (For &gt; 20KVA)</td>
<td>415Volt, 3-Phase input and 3-phase output (3:3), 4-wires</td>
</tr>
<tr>
<td>2.</td>
<td>Input Voltage tolerance</td>
<td>For full load: (-20%, +15%)  For 80% load: (-30%, +15%)  For 60% load: (-40%, +15%)</td>
</tr>
<tr>
<td>3.</td>
<td>Input Frequency</td>
<td>50 Hz</td>
</tr>
<tr>
<td>4.</td>
<td>Input frequency tolerance</td>
<td>+/- 8%(46-54Hz)</td>
</tr>
<tr>
<td>5.</td>
<td>Input power factor</td>
<td>&gt;0.96 at full load and &gt;0.94 at 50% load</td>
</tr>
<tr>
<td>6.</td>
<td>Input Current</td>
<td>Depending upon the KVA capacity/load</td>
</tr>
<tr>
<td>7.</td>
<td>Input circuit harmonic distortion</td>
<td>&lt;3% for linear load &lt;5% for nonlinear load (Need to be removed)</td>
</tr>
</tbody>
</table>

**OUTPUT Specifications:**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Output Ratings</td>
<td>3/5/10/15/20/30/40 /60/80/120</td>
</tr>
<tr>
<td>2.</td>
<td>Output Power Factor at nominal voltage</td>
<td>0.8 to 1 lagging</td>
</tr>
<tr>
<td>3.</td>
<td>Output Voltage</td>
<td>230(SP) / 415(TP) Volt, 4-wires</td>
</tr>
<tr>
<td>4.</td>
<td>Output Voltage variation</td>
<td>+/- 2%</td>
</tr>
<tr>
<td>5.</td>
<td>Output Frequency</td>
<td>50 Hz.</td>
</tr>
<tr>
<td></td>
<td>Requirement</td>
<td>Specification</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>6.</td>
<td>Output Frequency tolerance</td>
<td>+/- 2%</td>
</tr>
<tr>
<td>7.</td>
<td>Output Waveform</td>
<td>+/-2 % with linear load</td>
</tr>
<tr>
<td>8.</td>
<td>Output Distortion</td>
<td>+/-3% with non-linear load</td>
</tr>
<tr>
<td>9.</td>
<td>Output Circuit Harmonic Distortion</td>
<td>&lt;3% for linear load, &lt;5% for non-linear load.</td>
</tr>
<tr>
<td>10.</td>
<td>Charger</td>
<td>Built-in, solid-state charger with appropriate rating to charge 1-3 hour battery backup.</td>
</tr>
<tr>
<td>11.</td>
<td>Maximum Battery Charger Current</td>
<td>10 A–30A</td>
</tr>
<tr>
<td>12.</td>
<td>Battery Charger Ripple</td>
<td>Ripple free charging</td>
</tr>
<tr>
<td>13.</td>
<td>DC bus volt ageripple</td>
<td>&lt;1 RMS</td>
</tr>
<tr>
<td>14.</td>
<td>Overload capacity</td>
<td>110% for 60 minutes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>125% for 10 minutes</td>
</tr>
<tr>
<td>15.</td>
<td>Over load trip</td>
<td>10 minute at 125%</td>
</tr>
<tr>
<td>16.</td>
<td>Overall efficiency</td>
<td>92% at 100% load, 90% at 50% load</td>
</tr>
<tr>
<td>17.</td>
<td>Output N-E voltage</td>
<td>&lt;= 1.0 Volt</td>
</tr>
<tr>
<td>18.</td>
<td>Transient Response</td>
<td>100% load change: +/- 5%</td>
</tr>
</tbody>
</table>

**Automatic Transfer of Load from UPS to Bypass**

<table>
<thead>
<tr>
<th></th>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.</td>
<td>Transient recovery time after load change</td>
<td>&lt;50 mSec</td>
</tr>
<tr>
<td>20.</td>
<td>Phase voltage asymmetry</td>
<td>Balanced load</td>
</tr>
<tr>
<td></td>
<td></td>
<td>: 1%</td>
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<tr>
<td></td>
<td></td>
<td>100% unbalanced load</td>
</tr>
<tr>
<td></td>
<td></td>
<td>: 2%</td>
</tr>
<tr>
<td>21.</td>
<td>Crest factor</td>
<td>3:1</td>
</tr>
</tbody>
</table>

**Controls:**

1. Charger input MCCB
2. Battery circuit breaker (mounted separately in its own enclosure)
3. Inverter output MCCB
4. Bypass line Isolator
5. Maintenance by-pass isolator with line fuse
6. Alarm acknowledges/reset button
7. Inverter On-Off push button for manually switching off the inverter
8. Emergency off pushbutton

Display: Digital Display Only

1. AC input /Bypass/ Inverter indications
2. Battery operation/ shut down indication
3. Load/over load indication
4. Fault indications
5. Mains Failure/low battery audible alarms
6. Output Voltage, current and frequency indication
7. Battery voltage, Charging /Discharging Current
8. Maintenance bypass ON
9. Low battery
10. DC overvoltage

Protections:

1. Input Overvoltage/under voltage
2. Surge protection.
3. Input Frequency variation protection
4. Output short circuit protection & Over-temperature protection
5. Low battery shutdown
6. Battery current limit
7. Manual as well as static bypass (both)
7. DC overvoltage  
8. Phase loss on input side  
9. Negative sequence on input side  
10. HRC fuses in the control circuit  
11. Charger input current limit

<table>
<thead>
<tr>
<th>Battery Specifications:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Battery type</td>
<td>Sealed Maintenance Free, valve regulated. Only valve Regulated Lead Acid (VRLA) type SMF batteries greater than 20 A rated capacity with electrolyte in absorbed form are acceptable. Any other type including calcium batteries are not acceptable.</td>
</tr>
<tr>
<td>2. Battery make</td>
<td>Panasonic/ Amararaja /Exide / Southern Batteries (Hi-Power)/ HBL Power Systems</td>
</tr>
<tr>
<td>3. Backup time</td>
<td>1 Hour for 3 KVA, 1 Hour for 5 KVA UPS and ½ (half) hour for Other capacities at full load.</td>
</tr>
<tr>
<td>4. Minimum VAH rating Required for</td>
<td>3 KVA—4500; 5 KVA—7500; 10 KVA—7500; 15 KVA—11250; 20 KVA—15000; 30 KVA—22500; 40 KVA—30000; 60 KVA—45000; 80 KVA—60000; 120 KVA—90000;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Battery Specifications:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Battery Rack</td>
<td>Battery rack to be provided with the batteries.</td>
</tr>
<tr>
<td>6. Maximum end cell Voltage during discharge</td>
<td>1.75 V/Cell</td>
</tr>
<tr>
<td>7. Allowable voltage</td>
<td>Volts at the end of discharge voltage</td>
</tr>
</tbody>
</table>
## Testing Format to be submitted at the time of Technical Bid

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Parameters to be measured</th>
<th>Compliance by Bidder</th>
<th>Bank Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Nominal Input Voltage</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>No Load Input Voltage Range = Voltage Regulation</td>
<td></td>
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<tr>
<td>4.</td>
<td>Input frequency Range (on DG set)</td>
<td></td>
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<tr>
<td>5.</td>
<td>Input Power factor</td>
<td></td>
<td></td>
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<tr>
<td>6.</td>
<td>Inversion Technique</td>
<td></td>
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<tr>
<td>7.</td>
<td>Capacity</td>
<td></td>
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<tr>
<td>8.</td>
<td>Output Voltage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Output Frequency</td>
<td></td>
<td></td>
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<tr>
<td>10.</td>
<td>Distortion (o/p voltage) THD</td>
<td></td>
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<tr>
<td>11.</td>
<td>Crest Factor</td>
<td></td>
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<tr>
<td>12.</td>
<td>Static bypass switch</td>
<td></td>
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<tr>
<td>13.</td>
<td>Wave Form(output)</td>
<td></td>
<td></td>
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<tr>
<td>14.</td>
<td>Efficiency</td>
<td></td>
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<tr>
<td>15.</td>
<td>Indications</td>
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<tr>
<td>16.</td>
<td>Alarm</td>
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<tr>
<td>17.</td>
<td>Metering</td>
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<tr>
<td>18.</td>
<td>DC Isolation between Input line &amp; Output line.</td>
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<tr>
<td>19.</td>
<td>Input Current Harmonics</td>
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<tr>
<td>20.</td>
<td>Batteries</td>
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<tr>
<td>21.</td>
<td>Rated KVA</td>
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<tr>
<td>22.</td>
<td>Charger</td>
<td></td>
<td></td>
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<tr>
<td>23.</td>
<td>Manual bypass switch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Transient Response</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Overload capacity 110% &amp; 150%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature)
Name of the Authorised Signatory
Designation
Email id and Mobile no.
Company Seal

Place:
Date:
### ANNEXURE-I BIDDER’S PROFILE

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the firm</td>
</tr>
<tr>
<td>2.</td>
<td>PAN No</td>
</tr>
</tbody>
</table>
| 3.      | Type of organization & year of incorporation  
(The Bidder must be a registered partnership firm or a limited company having registered office in India.)  
Copy of registration / incorporation certificate, Sales Tax / VAT/ registration certificates |
| 4.      | Registered Office Address of the Bidder with contact person/s name/s, telephone number, mobile number, email id. |
| 5.      | Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number etc. (The bidder should have office and service facilities at Mumbai) |
| 6.      | Name and designation of the authorised signatory to the RFP |

(Signature)  
Name of the Authorised Signatory  
Designation  
Email id and Mobile no.  
Company Seal

Place:  
Date:
## ANNEXURE-II ELIGIBILITY CRITERIA

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>ELIGIBILITY CRITERIA</th>
<th>SUPPORTING DOCUMENTS</th>
<th>COMPLIANCE (Y/ N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder must be a registered company</td>
<td>Certificate of registration / incorporation</td>
<td>Yes / No</td>
</tr>
<tr>
<td>2</td>
<td>The bidder may be an OEM or Authorized Channel partner. <strong>One channel partner can participate only for one OEM.</strong></td>
<td>Letter of Authorization from OEM, in case of channel partner.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>3</td>
<td>The bidder should have been in the business of supplying, installing, commissioning and maintaining of UPS Systems in India for last <strong>FIVE</strong> years</td>
<td>A self certified letter in compliance</td>
<td>Yes / No</td>
</tr>
<tr>
<td>4</td>
<td>The bidder should have supplied not less than 250 UPS systems (5KVA to 120KVA) during the last two years to banks /financial institutions having a large branch network of more than 1000 branch.</td>
<td>Copy of the Purchase Orders (PO) along with the name of banks/financial institutions, contact person, telephone number and the locations where UPSs are supplied and supported</td>
<td>Yes / No</td>
</tr>
<tr>
<td>5</td>
<td>Direct service presence in at least 15 states across the country with presence in at least 1 state in North East region.</td>
<td>State-wise list of valid and accurate support center addresses, contact person/s with numbers &amp; the resolution/response matrix for the same.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>6</td>
<td>The bidder should have made net F.Y. 2012-13</td>
<td>F.Y. 2012-13</td>
<td></td>
</tr>
</tbody>
</table>
worth during the last three F Y 2012-13, 2013-14, 2014-15. Copy of the last three years **audited financial statements.** (Unaudited Financial Statement for the year 2014-15 duly certified by Chartered Accountant incase audited not available).

<table>
<thead>
<tr>
<th></th>
<th>F.Y. 2013-14</th>
<th>F.Y. 2014-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Minimum turnover out of Indian operations should not be less than <strong>Rupees Forty Crores</strong> in the each of the last three financial year as per the audited financial statement.</td>
<td>F.Y. 2012-13</td>
<td>F.Y. 2013-14</td>
</tr>
<tr>
<td>8. The production line / unit / factory of the brand of UPS System being quoted is <strong>ISO 9001:2008 &amp; 14001 certified</strong></td>
<td>Copy of ISO certification</td>
<td>Yes / No</td>
</tr>
<tr>
<td>9. CE Certified for each of the product offered.</td>
<td>Copy of CE certificate for each product quoted</td>
<td>Yes / No</td>
</tr>
<tr>
<td>10. The bidder should not have been black listed by any PSB/Financial Institution/ Government Organization for breach of any applicable law or violation of regulatory prescriptions or breach of agreements during the last 2 years.</td>
<td>A self certified letter in this regard.</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

(Signature)

Name of the Authorised Signatory  
Designation  
Email id and Mobile no.  
Company Seal

Place:  
Date:

RFP No: IDBI/PCell/RFP/2015-16/011  Dated 17 August 2015
ANNEXURE-III – ZONE WISE BREAK-UP OF THE STATES

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>State</th>
<th>Support Model – Direct support office or Engineer (Please specify)</th>
<th>Direct Support Center or Engineer Address</th>
<th>Contact Person Name</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Zone 1: North, and East</strong></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Chandigarh</td>
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<tr>
<td>2</td>
<td>Delhi</td>
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<tr>
<td>3</td>
<td>Haryana</td>
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<tr>
<td>4</td>
<td>Himachal Pradesh</td>
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</tr>
<tr>
<td>5</td>
<td>Jammu &amp; Kashmir</td>
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<td>6</td>
<td>Punjab</td>
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<td>7</td>
<td>Rajasthan</td>
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<td>8</td>
<td>Uttar Pradesh</td>
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<td>9</td>
<td>Uttarakhand</td>
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<td>10</td>
<td>Bihar</td>
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<tr>
<td>11</td>
<td>Odisha</td>
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<td>Chhattisgarh</td>
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<td>13</td>
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<tr>
<td>14</td>
<td>West Bengal</td>
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<td>6</td>
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<td><strong>Zone 3: Southern</strong></td>
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<tr>
<td>Sr. No.</td>
<td>State</td>
<td>Support Model – Direct support office or Engineer (Please specify)</td>
<td>Direct Support Center or Engineer Address</td>
<td>Contact Person Name</td>
<td>Contact Number</td>
</tr>
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<td>2.</td>
<td>Karnataka</td>
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<td>Kerala</td>
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<td>4.</td>
<td>Tamil Nadu</td>
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</tbody>
</table>
ANNEXURE-IV :LETTER FOR REFUND OF EMD

(To be submitted by all the bidders)

Date:

Deputy General Manager, IT Department,
IDBI Bank Limited
At IDBI Intech Ltd.
5th Floor, Mafatlal Centre,
Nariman Point,
Mumbai – 400 021.,

We __________(Company Name) had participated in the RFP for Procurement of UPS systems ( Ref no: ________) and are an unsuccessful bidder.

We __________(Company Name) had participated in the RFP for Procurement of UPS systems ( Ref no: ________) and are the successful bidders

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Bidder Name</th>
<th>Cheque / DD Number</th>
<th>Drawn on (Bank Name )</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Rs</td>
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</table>

Bank details to which the money needs to be credited via NEFT are as follows

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Name of the Bank with Branch</td>
</tr>
<tr>
<td>2.</td>
<td>Account Type</td>
</tr>
<tr>
<td>3.</td>
<td>Account Title</td>
</tr>
<tr>
<td>4.</td>
<td>Account Number</td>
</tr>
<tr>
<td>5.</td>
<td>IFSC Code</td>
</tr>
</tbody>
</table>

Sign
Name of the signatory
Designation
Company Seal
ANNEXURE V- FORMAT OF PRE – BID QUERIES

To be submitted in excel file format only

<table>
<thead>
<tr>
<th>S. No</th>
<th>RFP Ref Page no</th>
<th>RFP Clause no</th>
<th>Existing clause Details</th>
<th>Clarification Sought</th>
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<tbody>
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</tbody>
</table>

Name of the Authorized Person:

Designation:
ANNEXURE VI - BID RESPONSE - LIST OF DOCUMENTS TO BE SUBMITTED

Documents, other than the commercial bids, must be submitted in the following order as part of the response to the RFP.

The commercial bid should be submitted in a separate envelope.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Documents to be submitted</th>
<th>Submitted (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2 DDs (EMD &amp; BID document fee)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>2.</td>
<td>Technical Bid form (Section 5)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>3.</td>
<td>Unconditional Acceptance of Terms and Conditions of RFP (Section 5)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>4.</td>
<td>Self Declaration</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bidder’s Profile (Annexure I) accompanied by all the supporting documents.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>6.</td>
<td>Eligibility fulfillment (as per Annexure II) accompanied by all the supporting documents.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>7.</td>
<td>Technical Proposal - Compliance of Technical specifications SECTION-6 and Testing Format</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Undertaking from OEM (Section 5)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>9.</td>
<td>Masked Commercial Bid</td>
<td>Yes / No</td>
</tr>
<tr>
<td>10.</td>
<td>Location list of stocks and spares</td>
<td>Yes / No</td>
</tr>
<tr>
<td>11.</td>
<td>Contact Centre details as per Annexure -III</td>
<td>Yes / No</td>
</tr>
<tr>
<td>12.</td>
<td>Authorization for signing of RFP Document (Certified true copy of Board Resolution / Power of attorney/ Authorization letter, POA as per format provided in RFP.)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>13.</td>
<td>Signed copy of the RFP and any Addenda/ Corrigenda</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

******************* END OF TENDER DOCUMENT *******************