



Tender Ref.No.ZO:IT:AKJ:471 Dated 04.11.2009

**FOR
SUPPLY, INSTALLATION, COMMISSIONING AND TESTING
OF UPS SYSTEMS ALONGWITH BATTERIES**

**AT
VARIOUS LOCATIONS IN
BANK OF INDIA,
NEW DELHI ZONE**

**Information Technology Department
New Delhi Zone
Jeevan Bharti Building, Level-5, Tower-I
124, Connaught Circus,
New Delhi-110001**

Invitation for tender/Bids:

Bank of India invites Sealed Tender/Bids from eligible, reputed manufacturers / authorised distributors / dealers having their own infrastructure available in Delhi for supply, installation, commissioning and testing of UPS Systems alongwith SMF Batteries as specified in Schedules of Requirement.

1. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of Bank of India, Information Technology Department, Jeevan Bharti Building, Level-5, Tower-I, 124, Connaught Circus, New Delhi-110001.
2. A complete set of Bidding documents may be purchased by any interested eligible Bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs.500/-, in the form of a Demand Draft/Banker's cheque in favour of Bank of India, **payable at New Delhi.**
3. The Bidding document may be obtained from and the bid should be submitted to the office of Bank of India, Information Technology Department, Jeevan Bharti Building, Level-5, Tower-I,124, Connaught Circus,New Delhi-110001

Tender Reference	ZO:IT:AKJ:471 Dated 04.11.2009
Price of Bidding Document	Rs.500/-
Date of commencement of sale of tender document	04.11.2009
Last Date for sale of Bidding Document	16.11.2009 upto 5.00 p.m.
Last Date and Time for receipts of tender/bid	17.11.2009 upto 3.00 p.m.
Address of Communication	The Zonal Manager, Jeevan Bharti Building, Level-5, Tower-I,124, Connaught Circus New Delhi-110001
Contact Person	Shri Rakesh Pandhoh – Senior Manager Shri Arun Jain - Officer Tel.No.28844091/97 FAX: 23718085 E-mail :newdelhi.it@bankofindia.co.in
Date of opening of Technical Bid	17.11.2009 at 3.30 P.M.

4. The Bidding Document may also be obtained from our website - www.bankofindia.com. The Price of Bidding Document (non-refundable) shall be payable in the form of DD/Banker's Cheque in favour of Bank of India **payable at New Delhi**, at the time of submission of the application form and bid document. No forms downloaded through website would be accepted/considered valid without the payment of the price of Bidding Document and the price of the Bidding Document must be enclosed in a separate envelope.
5. The Bid has to be accompanied by an Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of a demand draft or payslip in favour of Bank of India, Payable at New Delhi. Such Draft/ payslip should be in separate third cover marked as '**EARNEST MONEY DEPOSIT**'.
6. Bank of India reserves the right to accept or reject in part or full any or all the offers without assigning any reasons therefor.

(C.M. Bhanot)
Deputy General Manager

PART II: INSTRUCTIONS FOR BIDDERS (IFB)

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Instructions for Bidders:

1. Eligible Bidders

- 1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates, which have been engaged by the Bank to provide consulting services for the preparation of the design, specifications, and other documents or evaluation of bids.
- 1.2 Government-owned enterprises in India, may participate only if they are legally and financially autonomous and if they operate under commercial law.

2. Eligible Goods and Services

- 2.1 All goods and related services to be supplied by the vendors shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services is distinct from the nationality of the Bidder.

3. Cost of Bidding

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

Bidding Documents:

4. Content of Bidding Documents

- 4.1 The goods required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Bid Invitation, the Bidding Documents include:
 - (a) Instructions for Bidders (IFB)
 - (b) Terms and Conditions of Purchase Contract (TCC)
 - (c) Broad Specifications of UPS Systems
 - (d) Bid Form
 - (e) Forms as per specimen
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

5. Clarification of Bidding Document

5.1 A prospective Bidder requiring any clarification of the Bidding Document may notify the Bank in writing or by cable (hereinafter, the term cable is deemed to include E-mail and facsimile) at the address indicated in Bid Invitation. The Bank will respond in writing to any request for clarification of the Bidding Document, which it receives not later than four (4) days prior to the deadline for the submission of Bids prescribed in Bid Invitation. Written copies of the Bank's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

5.2 **All prospective Bidders that have downloaded the Bidding Document from the Web site will have to note the clarifications to the queries received, if any, from our Web site and the said clarifications would be binding on them.**

6. Technical Inspection and Performance Evaluation -

Bank of India reserves its right to carry out a technical inspection and performance evaluation (benchmarking) of -

- Equipments offered by short-listed vendors. The product of the short-listed vendor will be tested, at the discretion of the bank, in presence of representatives of ERTL/SAMEER/EQDC/ETDC and Bank's representative/s.
- Infrastructure availability which shall include the manufacturing/testing facilities available with the bidder/manufacture.
- Sales services support i.e. the service centre/s owned in Delhi. The Service Centre should be equipped with service engineers and necessary spares for any kind of requirement.

7. Amendment of Bidding Document

7.1 At any time prior to the deadline for submissions of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment. Such amendment will also be put on our Web site.

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

7.3 **All prospective Bidders that have downloaded the Bidding Document from the Web site will have to note the amendments from our Web site and the said amendments will be binding on them.**

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

Preparation of Bids:

8. Language of Bid

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

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) Bid application
 - (b) Documentary evidence establishing that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Document; and

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form in all respects.

11. Qualification Requirement of the Bidder:

- 11.1 a) The bidder has a permanent office in Delhi.
- b) The bidder should be an established manufacturer/ authorised distributor for the above goods and have service centre/s in Delhi. The bidder should be a profit making company/firm during the last 2 years with an annual turnover of Rs.10 crores or above, each for the last 2 years, out of Indian Operations, from sale of goods indicated above. The bidders should have a valid VAT/ST/CST/Service Tax registration number and PAN for the bidder company/firm.
- c) The bidder should submit a certificate in support of ISO 9001 (Manufacturer's Quality Management Standards). The Batteries supplied should be from ISO9001 (Manufacturer's Quality Management Standards) and ISO14001 (Environment Standards) certified manufacturer. **ISO Certificates to be annexed.**
- d) The bidder should offer a product of a reputed brand/make, which is in successful operation for at least 3 years. The model offered should be latest and meeting the minimum desired specifications stipulated.
- e) The Bidder should submit to the Bank, **latest Solvency Certificate, in Original, issued during the last 12 months**, certifying that the bidder is solvent to the extent of **Rs.1 Crore** and more. The Original Solvency Certificate will be returned after verification, if required by the bidder.
- f) In the case of a Bidder offering to supply goods, which the Bidder did not manufacture or otherwise produce, the Bidder has to be an authorised dealer appointed by the manufacturer, rendering sales/services support for at least 3 years. **The bidder must submit the agreement copy of service support for quoted product between Manufacturer and Bidder. The Bidder also has to additionally submit manufacturer's authorisation form(as per Form VI) given in the Bid.** The bidder has adequate, specialised expertise to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault free operation and maintenance during the warranty period and provide necessary maintenance services for three years after end of warranty period.
- g) The Bid has to be accompanied by an Earnest Money Deposit (EMD of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of a DD or pay order in favour of Bank of India, Payable at Delhi. The amount would be refunded to all the unsuccessful bidders within two weeks from finalisation of the Tender Outcome. The refund of EMD would be made to the successful bidder after six months from the date of successful installation and acceptance of the UPS System alongwith the Batteries.

11.2 The bidder should furnish:

- a) Service Support facilities (Details of facilities to be submitted as per Form-VIII). The bidder should have a service support centre/s in Delhi.
- b) The Bidder should clearly confirm that all the facilities exist in his factory/service centres/business premises for inspection and testing and these will be made available to the Bank or its representative for inspection.

12. Format and Signing of Bid

12.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, at the lower right hand corner with ink and sealed using company seal in ink.

12.2 Any interlineations, erasures or overwriting shall be valid only if the person signing the Bid initials them.

13. Submission of Bids:

The offers must be submitted in separate **sealed** covers as under:

If the envelopes are not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

Technical Bid

- a) Technical Bid as per Form-1
- b) The Technical Bid containing specifications asked by us, offered by you and the deviations if any. **This proposal should not contain any prices, failing which the Technical Bid will be rejected.**
- c) Manufacturer's Authorisation as Form-VI
- d) Service Support Details as per Form-VIII

The following information should be furnished along with the Technical Bid by means of printed technical brochures as per checklist provided.

- Make and model numbers of the item/s quoted for
- Specifications of the item/s asked along with technical specifications table. (Please refer to Annexure A)

It is mandatory to provide the technical details in the exact format of **Technical Details column** given in the technical specifications. *The Technical Bid may not be evaluated by Bank of India* in case of non-adherence to the format or partial submission of technical details as per the format given in the tender. Bank of India will not allow/permit changes in the technical specifications once it is submitted. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Technical Bid. Failure to submit this information could result in disqualification.

Commercial Bid

Commercial bid may contain only the commercial terms. The prices quoted should be as per Form-IV and should be valid for a period of 180 days from the date of opening of Commercial Bids. Price quoted must be unqualified.

Earnest Money Deposit (EMD)

The Earnest Money Deposit has to be enclosed in a separate third envelope marked as '**EARNEST MONEY DEPOSIT**'

Price of Bidding Document

Price of Bidding Document (only for those vendors who have downloaded the tender/bid document through web site).

All the envelopes must be super-scribed with the following information:

- ❖ Technical Bid / Commercial Bid / Earnest Money Deposit / Price of Bidding Document (as the case may be)
- ❖ Tender Reference Number
- ❖ Due Date
- ❖ Name of Vendor

The offer should be complete in all respects and contain all the required information. The offer should include all specifications asked for in Minimum Desired Technical Specifications - Annexure Form III. **The offer should contain all the technical literature related with technical information.** The offer should be complete to indicate that all products and services asked for are quoted.

The offers containing erasures or alterations may be liable for rejection at the discretion of the bank. Hand written corrections or alterations shall be valid only if the person signing the bid document signs them. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. **Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable.** Bank Of India may treat offers not adhering to these guidelines as unacceptable.

14. Deadline for Submission of Bids

- 14.1 Bids must be submitted to the bank at the specified address, not later than the date and time specified in Bid Invitation.
- 14.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Bids

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

16. Offer Validity Period -

The offer should hold good for a period of 180 days from the opening date of the commercial bids.

17. Modification and Withdrawal of Bids

- 17.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 17.3 No Bid may be modified after the deadline for submission of Bids.
- 17.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bank.

Opening and Evaluation of Bids:

18. Opening of Bids by the Bank

- 18.1 The Bank will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Invitation. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 18.2 The Bidder's names, Bid modifications or withdrawals and such other details as the bank, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

18.3 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

18.4 For the purpose of evaluation, the total price quoted should include cost of the UPS System with 3 years' warranty plus 3 years AMC Charges and the cost of SMF-Batteries with 2 year's warranty.

19. Clarification of Bids

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

20. Preliminary Examination

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

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

20.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as Applicable Law, Performance Security, Validity period of the price quotation, Qualification Criteria, Warranty and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the bids on technical parameters including possible visit to inspect Bidder's/Supplier's manufacturing facilities and quality control facilities including burn-in test and to conduct burn-in tests. The systems at the site may be selected on a random basis or as may be decided by the bank, to conduct these tests.

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

20.5 Commercial Bids of only those vendors who are technically compliant would be considered for further evaluation. The lowest sum total indicated in the price schedule (Form IV) by the technically compliant vendor would determine the successful bidder (L1 Vendor).

21. Contacting the Bank

- 21.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its empanelment or otherwise is received from the Bank.
- 21.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or empanelment, may result in the rejection of the Bidder's Bid.

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

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

23. Repeat Orders

Bank of India reserves the right to place a repeat order on the vendor on the same terms and conditions for all or some of the UPS capacities asked for within a period of 180 days from the date of opening of Commercial Bid.

24. Signing of Contract

- 24.1 At the same time as the Bank notifies the successful Bidder that his Price Quotation has been accepted, the Bank will send the Bidder the Contract Form incorporating all terms of Purchase Contract.
- 24.2 Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

Part III : TERMS AND CONDITIONS OF CONTRACT (TCC)

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TERMS AND CONDITIONS OF CONTRACT (TCC)

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- (d) "The Purchaser" is, Bank of India, including its Head Office, Zonal Offices, Training Centres and Branches;
- (e) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- (f) "TCC" means the Terms and Conditions of Contract contained in this section;
- (g) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract; and
- (h) "The Project Site" means various branches/administrative offices of Bank of India spread all over the country.

2. Country of Origin / Eligibility of Goods & Services

- 2.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services is distinct from the nationality of the Bidder.

3. Standards

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

4. Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.

5. Patent Rights

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

6. *Acceptance Procedure:*

- 6.1 On successful completion of acceptability test, receipt of deliverables, etc., and after the Purchaser is satisfied with the working on the system, the acceptance certificate (as mutually decided and approved by the Bank) signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems as per Bank's guidelines (attached).
- 6.2 Training shall be conducted to demonstrate the UPS System monitoring/communication software, on the dates mutually agreed upon and within two months from the date of acceptance of supply.

7. Packing

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 7.2 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:
(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference number.

8. Delivery and Documents

- 8.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:

- 8.2 Within 24 hours of shipment, the Supplier shall notify the Bank and the Insurance Company by cable or telex or fax, the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Bank, with a copy to the Insurance Company:

- (i) 3 copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Delivery note, Railway receipt or acknowledgement of receipt of goods from the Consignee or in case of goods from abroad, original and two copies of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;
- (iii) 2 Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's / Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,
- (vii) Country of Origin.

The above documents shall be received by the Bank before arrival of Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

9. Insurance

- 9.1 The insurance shall be in an amount equal to 110 percent of the value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes, valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by the Bank. Should any loss or damage occur, the Supplier shall –
- (a) initiate and pursue claim till settlement, and
 - (b) promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

10. Transportation

- 10.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, incl. insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, & the related costs shall be included in the Contract Price.

11. Incidental Services

- 11.1 The incidental services to be provided are as under:
- (a) Performance of on-site assembly and start-up of the supplied UPS System, monitoring/communication software packages, if applicable;
 - (b) Furnishing of appropriate system design and programming services required for development and/or maintenance of the supplied Goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;
 - (d) Maintenance, repair and software updates of the supplied Goods for a period of three years as specified in the Clause 13 of TCC, after expiry of the warranty, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract; and
 - (e) Training of the Purchaser's personnel at the Supplier's office or other facility, in the installation and operation of the UPS Systems, utilities and all contracted software, as specified in TCC Clause 36.

12. Spare Parts

- 12.1 As specified in the TCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier :
- (a) Such spare parts as the Bank may elect to purchase from the Supplier, provided, that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Bank, the blueprints, drawings, and specifications of the spare parts, if requested.

13. Warranty

- 13.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.

- 13.2 The warranty period for the UPS System shall be minimum for 36 months from date of acceptance of the Goods or 42 months from the date of shipment, whichever occurs earlier. In case of SMF Batteries, the warranty period shall be minimum of 24 months from the date of acceptance of the goods or 30 months from the date of shipment. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with TCC Clause 6.
- 13.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Bank.
- 13.5 If the Supplier having been notified, fails to remedy the defect(s) within 2 (two) days, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Bank may have against the Supplier under the Contract.
- 13.6 If during operation, the real Mean Time Between Failures (MTBF) of any piece of equipment or component thereof does not prove to be within 70% (seventy percent) of the specified MTBF, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Bank.
- 13.7 **Maintenance Service:**
- 13.7.1 Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, annual maintenance and repairs of the entire system for next three years will be done by the Supplier, if so desired by the Bank. During the Warranty / AMC period, the Supplier should also provide preventive maintenance services periodically, free-of-cost, which would also include checking of battery voltages, applying anti-corrosion gel to the battery terminals/connections.
- 13.7.2 The maximum response time for a maintenance complaint from any of the destination (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 2 (two) hours.
- 13.7.3 It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the Supplier to repair it) as mentioned in the form of Technical Details. In case an item is not usable beyond the stipulated maximum downtime the Supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair / replacement will be liable for penalty of Rs.500/- per day per item. The amount of penalty will be recovered from bank guarantee during warranty or annual maintenance charges, as the case may be.

14. Payment

14.1 Payment shall be made in Indian Rupees, in the following manner:

- (i) 25% of the order value as advance, upon Vendor's acceptance of the purchase order and submission of bank guarantee for an equivalent amount, valid for at least 12 weeks or such extended period, till the complete consignment of the ordered equipment alongwith the communication software is delivered;
- (ii) 65% of the order value on installation and commissioning of the UPS Systems ordered, and Bank's acceptance of the UPS Systems ordered. Wherever installation could not be carried out by the vendor due to the site not being ready even after 30 days after the last date for delivery mentioned in the purchase order, the payment would be released upon Vendor's submission of a certificate from the location concerned, duly signed (with the office-seal affixed) by the Bank's authorities concerned that site is not ready. In such a case, the Vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. As already stated, for reasons of delays in installation not attributable to the Bank and/or in the absence of vendor submitting the certificate within the stipulated period as mentioned herein, the liquidated damages would be levied as stated above.
- (iii) Balance 10% against submission of Bank guarantee for an equivalent amount valid for the warranty period i.e. 3 years with 3 months' claim period **or** the amount will be released to the Vendor after the successful expiry of the said warranty period

14.2 **Payment for Comprehensive annual maintenance charges:**

The comprehensive annual maintenance and repair cost (after warranty period) shall be paid in equal quarterly instalments within thirty (30) days from the date of completion of respective quarterly period, subject to satisfactory services rendered, from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule. The Bidder is required to furnish a Bank Guarantee for 7% (seven percent) of the cost of the UPS System/s as per the contract, valid for 36 months from the date of completion of the warranty period. **The Comprehensive Annual Maintenance Coverage offered should cover all components including wound components and power devices. (The Bank guarantee submitted towards Final Payment will be released only after receipt of the above).**

- 14.3 (i) For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a Scheduled Indian Bank or a Foreign bank operating in India, acceptable to the Bank (Purchaser), in the format enclosed. The guarantees issued by other banks should be confirmed by a scheduled Indian Bank or a foreign bank operating in India, acceptable to the Bank (Purchaser).
- (ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation of the goods at their final destination.

15. Prices

15.1 Prices payable to the Supplier 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.

16. Change Orders

16.1 The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) specifications;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance 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. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of Bank's change order.

17. Contract Amendments

17.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

19. Subcontracts

19.1 The Supplier shall notify the Bank in writing of all subcontracts awarded under the Contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.

19.2 Subcontracts must comply with the provisions of TCC.

20. Delays in the Supplier's Performance

20.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Bank in the Schedule of Requirements (Annexure A).

20.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Suppliers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

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

21. Liquidated Damages

21.1 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum is reached, the Bank may consider termination of the Contract.

22. Termination for Default

22.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

22.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

23. Force Majeure

23.1 Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

24.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

25. Termination for Convenience

25.1 The Bank, by written notice sent to the Supplier, 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 the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and Services, the Purchaser may elect:

a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

26. Resolution of Disputes

26.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified hereinbelow. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

26.3 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman, Indian Banks Association, India and shall be final and binding on the parties;

- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by the Chairman, Indian Banks Association, India, both in cases of the Foreign Supplier as well as Indian Supplier. A certified copy of the order of the Chairman, Indian Banks Association, India, making such an appointment shall be furnished to each of the parties;
- (c) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- (e) Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Chairman, Indian Banks Association, India.

27. Governing Language

27.1 The governing language shall be English.

28. Applicable Law

28.1 The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Purchaser falls.

29. Notices

29.1 The following shall be the address of the Bank and Supplier:
Bank's address for notice purposes :

Bank of India,
Zonal Office,
Information Technology Department.
Jeevan Bharti Building,
Level-5, Tower-I, 124, Connaught Circus
,New Delhi-110001.

Supplier's address for notice purposes:

.....
.....
.....

A notice shall be effective when delivered or on the notice's effective date whichever is later.

30. Taxes and Duties

30.1 Bidders will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of goods at site including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

Income / Corporate Taxes in India:

30.2 The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

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

30.4 The Supplier'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 Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

31. Supplier Integrity:

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

32. Supplier's obligations:

The Supplier is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Bank, 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 the Bank.

33. Site preparation and installation:

The Bank is solely responsible for the construction of the UPS System sites in compliance with the technical and environmental specifications defined by the Supplier. The Bank will designate the installation sites before the scheduled installation date, to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the UPS Systems.

34. UPS Installation:

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between UPS Systems units and connecting to power supplies. The Supplier will test all UPS Systems operations and accomplish all adjustments necessary for successful and continuous operation of the UPS Systems at all installation sites.

35. UPS Systems & Communication Software Maintenance:

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all the UPS Systems execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than a day, the Supplier shall either repair the defective unit within 24 hours or immediately replace the defective unit or replace the same immediately at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within two (2) hours of being notified of equipment malfunction.

36. Training:

For each UPS System and the monitoring/communication software component installed, the Supplier is required to train the designated Bank's technical and end-user personnel to enable them to effectively operate the total system. The training should be at least for 5 persons per location, at mutually convenient date.

37. Technical Documentation:

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

38. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Bank shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Bank's operation.



Schedules of the Requirement (Annexure A)

This tender comprises of following schedule.

Schedule Number	Item	Tentative Quantity Required	Expected Job Profile
Form III	4000 watt	1	Supply, installation, commissioning and testing of the UPS Systems alongwith SMF Batteries and subsequent maintenance during Warranty/AMC Period, as stipulated in the Bid Document.
	6000 watt	4	

Each offer should specify only a single solution, which is cost-effective and meets the tender specifications, and should not include alternatives. The price quoted must be inclusive of Battery stand, interconnecting cables, installation charges etc.

Bank of India reserves the right to alter the quantities specified in the tenders. Bank Of India also reserves the right to delete one or more items from the list of items specified in tender.

Commercial Bids of only those vendors who are technically compliant would be considered for further evaluation. **The lowest total price indicated in the price schedule (Form IV - Col.11/12) by the technically compliant vendor would determine the successful bidder (L1 Vendor).**

The Bank may at its discretion get the product offered by the short-listed vendor, tested in presence of representatives of ERTL/SAMEER/EQDC/ETDC and Bank's representative/s.

The 3 years Comprehensive Annual Maintenance Coverage offered should cover all components including wound components and power devices.

Delivery Period: 4 Weeks from the placement of the Purchase Order.

PART VI: BID FORM AND OTHER FORMATS

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1. Proposal Form (Technical Proposal) - Form I
- A) Declaration Form (Form I-A - Annexure to Form I)
2. Proposal Form (Price Proposal) - Form II
3. Minimum Desired Technical Specifications - Form III
4. Price Schedule - Form IV
5. Contract Form - Form V
6. Manufacturer's Authorization Form - Form VI
7. Acceptance Certificate - Form VII
8. Service Support Details - Form VIII
9. Bank Guarantee for advance payment form - Form IX
10. List of Customers & References - Form X
11. Performance Statement - Form XI

**PROPOSAL FORM (TECHNICAL PROPOSAL)
(To be included in Technical Proposal Envelope)**

Date :

To:

Bank of India,
Zonal Office,
Information Technology Department.
Jeevan Bharti Building,
Level-5, Tower-I,
124, Connaught Circus
,New Delhi-110001.

Gentlemen,

**Re: Request for Proposal for supply, installation,
commissioning and testing of UPS Systems
along with Batteries at various locations in
New Delhi Zone**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for supply, installation, commissioning and testing of UPS Systems alongwith Batteries for branches/department in New Delhi Zone and deliver the same, in conformity with the said Proposal documents.

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Proposal is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

a) We agree to abide by the Proposal and the rates quoted therein.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this day of 200

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

FORM IA (ANNEXURE TO FORM I)

DECLARATION FORM

Date :.....

To:

Bank of India,
Zonal Office,
Information Technology Department
Jeevan Bharti Building,
Level-5, Tower-I,
124, Connaught Circus
,New Delhi-110001.

Gentlemen,

**Re: Request for Proposal for supply, installation,
commissioning and testing of UPS Systems
alongwith Batteries for various locations in
New Delhi Zone**

We, M/s..... declare and confirm that we
have not made any changes in the text of the Bid Document / Terms & Conditions.

We accept all the terms and conditions specified in the Bid Document.*

OR

Deviations, if any, have been separately spelled out by way of a letter, which
is annexed to this declaration form.*

(* Strike out what is not applicable)

Deviations, if any, in the Minimum Desired Technical Specifications of the
UPS System have been separately specified in the column for deviations.

Dated this day of 200

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

**PROPOSAL FORM (PRICE PROPOSAL)
(to be included in Price Proposal Envelope)**

Date :.....

To:
Bank of India,
Zonal Office,
Information Technology Department,
Jeevan Bharti Building, Level-5, Tower-I
124, Connaught Circus,
New Delhi-110001

Gentlemen,

**Re: Request for Proposal for supply, installation,
commissioning and testing of UPS Systems
alongwith Batteries for various locations in
New Delhi Zone**

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for supply, installation, commissioning and testing of UPS Systems alongwith Batteries for branches/department in New Delhi Zone and deliver the same, in conformity with the said Proposal documents for the sum of (*Total Proposal amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Proposal is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

b) We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this day of 200

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

Form III

Sr.No	Parameter	Technical Specification (give watts required as per UPS load calculator) →	4000 Watts	6000 Watts	Deviation if Any
1	Output	Power Drawn			
2	Capacity	KVA (to be filled by vendor)			
3	Output power	capacity(KW) of offered product			
		Must be Specified			
4	Model/Make				
5	Technology	True online Double conversion technology /Microprocessor based UPS system with IGBT based rectifier and inverter.			
	Generator	Generator Compatibility Required			
6	Physical	Rack/Tower Convertible with Parallel Redundancy Feature			
7	Isolation	True Galvanic Isolation both at Input & Bypass, Isolation transformer of same KVA must be provided.			
8	INPUT				
	Input Power Factor	>.8 (With p.f. correction) for 4800 watts >.9 (With p.f. correction) for 8000 watts			
	Input Voltage	230 V AC, Single Phase, 3 wire/ 3 phase in & single out in case of 6000 watts & above	Single Phase	Three Phase	
	Range	160 V AC to 270 V AC on full load			
	Input Frequency Range	45 Hz to 55 Hz			
	Input Over Voltage Protection	270VAC			
	Input Under Voltage	120VAC			
9	OUTPUT				
	Output Voltage	220/230 /240/250VAC single phase +1% Selectable			
	Frequency	50 Hz /60 Hz+ 1% (Frequency Converter Mode)			
	Output Over Voltage Protection	233 V AC single phase			
	Output Under Voltage Protection	227 V AC single phase			
	Over load capacity	125% of rated load for 1 min			
	Total Harmonic Distortion	Less than 3% on full load			
	Short circuit protection	Soft shut down should occur without blowing any fuse			
	Bypass Feature	Automatic Bypass to be provided			
		Manual Bypass for 4900 Watts & 8000Watts			
	Transfer time	0 m sec			

	Crest Factor	3:1			
10	Indicator				
	OverTemperature	Required			
	Load on Battery	Required			
	Battery on Charge	Required			
	Battery Low	Required			
	Mains on	Required			
	DC on	Required			
	Inverter on	Required			
11	Efficiency				
		Overall efficiency > 90%			
		Inverter Efficiency > 95%			
12	LCD Panel/ DSP Technology				
	DC Voltage Required	Required			
	DC Current	Required			
	Charge/discharge	Required			
	Output voltage	Required			
	Output Current	Required			
	Input Voltage	Required			
13	Battery				
	Battery Type	Battery Sealed Maintenance Free Valve			
	Batteries Make	CPRI approved batteries like Exide/Rocket / Amar Raja			
	Battery Management System	Automatic Weekly Test			
	DC Bus Ripple <1%				
	Battery recharge	time from fully discharge condition to100% charged			
		condition <12 Hrs			
	Total DC Bus Voltage				
	No. of Battery Rack				
***	Total VAH Required		11700 VAH	18000 VAH	
	Guarantee				
14	Audible Alarm for Following Conditions				
	Battery Low	Required			
	Mains Failure	Required			
	Inverter Under voltage	Required			
	Inverter Over Voltage	Required			
	Over temperature	Required			

	Inverter Overload	Required			
15	Environmental Conditions				
	Operating Temperature	<45 Deg C			
	Humidity	10-90 % (non- condensing)			
	Noise Level	<50 dB at full Load from 1 mtr			
16	Compatibility	UPS should be generator compatible			
17	Cold Start	UPS should have cold start facility in			
		absence of mains supply			
18	Software	USB/RS. 232 port shall be present with suitable software to monitor all ups parameters in PCs connected in network and provision for advance alarm in case of low battery & Emergency Off Protection			
19	Certification	ISO 9001, 14001, Additional if any			
20	Testing	To be tested certified by ERTL / EQDC /SAMEER/ETDC/CPRI			

*** Back-up time considered for VAH calculation is 2 hours.

CONTRACT FORM

THIS AGREEMENT made theday of....., 20...
Between..... (*Name of Purchaser*) (hereinafter called "the Purchaser") of the
one part and (*Name of Supplier*) of (*City and Country of
Supplier*) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services viz.,
..... (*Brief Description of Goods and Services*) and has accepted a
Bid by the Supplier for the supply of those goods and services in the sum of
..... (*Contract Price in Words and Figures*) (hereinafter called "the
Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Terms and Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects 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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. No.	Brief Description of Goods & Service	Qty. to be supplied	Unit Price	Total Price

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Date:

To:

Dear Sir:

**Proposal for supply, installation, commissioning
and testing of UPS Systems along with Batteries
for various locations in New Delhi Zone**

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

We hereby extend our full guarantee and warranty (as mentioned in the "Instructions to Vendors)", for the goods and services offered by the above firm against this Proposal.

Yours faithfully,

(Name)

(Name of manufacturers)

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

Kindly submit the manufacturer's authorisation form for UPS Systems as well as Batteries.

FORM VII
ACCEPTANCE CERTIFICATE

Certificate for issue by the Purchaser after successful commissioning of equipment supplied

Ref. No. _____ Date: _____

Sub: Certificate of commissioning of supplied equipment

1. This is to certify that the equipment as detailed below have been received in good condition along with all the UPS System alongwith communication software, standard and special accessories and SMF Batteries in accordance with the Contract, System Configuration / Specifications. The same have been successfully installed and commissioned.

(a) PO/Contract No. _____ dated _____

(b) Description of the equipment: As per enclosed ATR (Specifications)

(c) Quantity: As per ATR (Quantity in Purchase Order)

(d) Name of the transporter:

(e) L.R. No. _____ dated _____

(f) Name of the consignee: **Bank of India**, _____ Branch / Office.

(g) Date of commissioning and conducting Acceptance Test: _____

2. Details of accessories/parts, etc. not yet supplied and recoveries to be made on that account:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The total amount of recovery on account of non-supply of accessories and parts given under para no.2 is: _____.

4. The Acceptance Test has been done to our entire satisfaction and training conducted/modalities thereof have been worked out, as per clause 7.8.2 and 38 of the Terms & Conditions of Contract (TCC).

5. The supplier has fulfilled his contractual obligations, satisfactorily.

FOR
(to be signed and stamped by the vendor)

FOR BANK OF INDIA
_____ Branch / Office

Name: _____

Designation with Stamp:

Date : _____

FORM-VIII

SERVICE SUPPORT DETAILS

NEAREST SERVICE CENTRE								
DESTINATION	ADDRESS AND TELEPHONE NO.S OF THE SERVICE AGENT SUPPORTING THE DESTINATIONS IN COL. 1	IN RESPECT OF COLUMN 2 PLEASE STATE WHETHER OWN BRANCH OR FRANCHISE	STATUS OF OFFICE, WORKING DAYS AND HOURS	NUMBER OF SOFTWARE ENGINEERS	NUMBER OF ENGINEERS	NUMBER OF ADMINISTRATIVE STAFF	VALUE OF MINIMUM STOCK OF SPARES AVAILABLE AT ALL TIMES	LIST OF MODELS SERVICED IN LAST 2 YEARS
1	2	3	4	5	6	7	8	9

Signature and seal of the
Manufacturer/Bidder

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

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

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ (*name of Purchaser*)
_____ (*address of Purchaser*)
_____ (*name of Contract*)

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, _____ (*name and address of Supplier*) (hereinafter called "the Supplier") shall deposit with _____ (*name of Purchaser*) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ (*amount of guarantee*(in figures and words)*).

We, the _____ (*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding (*amount of guarantee* in figures and words*).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between _____ (*name of Purchaser*) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____ (expected date of last delivery).

Yours truly,

Signature and seal :
Name of bank/
Financial institution :
Address :
Date :

*An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

LIST OF CUSTOMERS* AND REFERENCES

Sr.No.	Name & complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person	Nature & Quantum of Goods supplied during last 2 years	Value of Goods supplied in last 2 years	Whether reference Letter enclosed
1	2	3	4	5	6

Provide Information in respect of at least 5 customers. References may be enclosed from at least 3 customers.

FORM XI
PERFORMANCE STATEMENT FORM

Proforma for Performance Statement (for a period of last one year)

Bid No. _____ Date _____

Name of the Vendor _____

Order placed by UPS Systems (full address of satisfactorily Purchaser) functioning?	Order No. & Date	Description & quantity of ordered	Value of order	Date of completion of delivery	Remarks indicating reasons for late delivery, if any	Have the been	
		UPS Systems	As per contract	Actual		(Attach a certificate from at least 2 Purchaser/ Consignee)	
1	2	3	4	5	6	7	8

FORM XII**COMPLIANCE CHECKLIST**

Check-List for Bidders submitting bids in response to our Notice Inviting Tender for supply, installation, commissioning and testing of UPS Systems alongwith SMF Batteries.

Sr. No.	Description	Compliance (YES/NO)
1.	Payment of Rs.500/- towards Bid Document attached.	YES/NO
2.	Whether EMD of Rs 50,000/- attached.	YES/NO
	Whether bidder has a permanent office in Delhi having its own infrastructure for service support.	YES/NO
3.	Whether Balance Sheet for last 2 years attached.	YES/NO
4.	Whether the bidder has an Annual Turnover of Rs.25 Crores, each during the last 2 years.	YES/NO
5.	Whether the bidder is profit making during the last 2 years.	YES/NO
6.	Whether certificate in support of ISO 9001 for the Bidder/ UPS Manufacturer and ISO 9001 and ISO 14001 for the battery manufacturer attached.	YES/NO
7.	Whether Tax registration certificate for VAT/ST/Service Tax/PAN attached.	YES/NO
8.	Whether the Make/Brand quoted is in successful operation during the last 3 years attached.	YES/NO
9.	In case the bidder is not a manufacturer , whether agreement copy of service support for the quoted brand/make attached	YES/NO
10.	Whether the latest original Solvency certificate for 1 crore issued during the last 12 months attached	YES/NO
11.	Whether Manufacturer's authorisation form for both UPS and Batteries, as per the format, given in the Bid attached.	YES/NO
12.	Whether Bid Form completed (Form I&II).	YES/NO
13.	Whether Documents have properly signed.	YES/NO
14.	Terms and Conditions of the Contract/Bid, accepted by duly signing on all the pages of the Bid Document.	YES/NO
15.	Whether warranty as stipulated in the Bid offered.	YES/NO
16.	Whether payment terms agreed as per Bank's TCC.	YES/NO
17.	Whether Service Support details are attached. (Form VIII)	YES/NO
18.	Whether list of customer is attached (Form X)	YES/NO
19.	Whether performance statement is attached (Form XI)	YES/NO
20.	Whether batteries confirming to UL/JISC8702 Std. Proof attached	YES/NO

Authorised Signatories

Name of the Bidder

