



RFP for Procurement of 1 no. 300 KVA  
UPS with Lithium Ion Batteries for IDBI  
Bank Data Center at CBD Belapur & 2 nos.  
120 KVA UPS for IDBI DR Site at Chennai

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**DOCUMENT CONTROL SHEET**

Name of the Bank	IDBI Bank Limited
Brief Description of the RFP	RFP for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai
Date of issue	<b>October 1, 2022</b>
EMD	<p><b>Rs.5,00,000/-</b> (Rupees Five Lakh Only] to be deposited in the below given account and the receipt of the deposit to be submitted along with the Technical Bid.</p> <p>Name of the Bank: <b>IDBI Bank Ltd.</b>  Account No: <b>0126102000001663</b>  IFSC code : <b>IBKL0000126</b></p> <p>In terms of the Govt. of India guidelines on Public Procurement Policy for MSMEs, registered MSEs under the MSMED Act, will be exempted from payment of Earnest Money Deposit (EMD) subject to providing proof of document (Copy of MSME Registration Certificate).</p>
Pre Contract Integrity Pact (PCIP)	The PCIP agreement should be executed as per the Bank's approved format given in the TENDER on Rs. 500/- stamp paper & shall be submitted along with the technical bid. The price bids of the vendor who fails to submit the signed & sealed agreement will not be considered.
Pre-Bid Meeting	<b>October 13, 2022 at 3:00 PM</b>
Last Date and Time for submission of Bids	<b>October 28, 2022 at 3.00 PM</b>
Schedule for Opening of Technical Bids	<b>October 28, 2022 at 3.30 PM</b>
Place of Submission and Opening of Bids	IDBI Bank Limited, <b>IDBI Tower, 14th Floor, IMD, WTC Complex,</b> Cuffe Parade, Mumbai 400005.
Address for Communication	As given above

**Note:**

1. This bid document is the property of IDBI Bank & is not transferable.
2. This bid document has 107 pages.

**DISCLAIMER**

This Request for Proposal document has been prepared solely for the purpose of enabling IDBI Bank to select a vendor for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of IDBI Bank Limited (“the Bank” and “IDBI 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 not an offer or invitation by the 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 the formulation of their proposals. 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 updating expansion, revision and amendment. It does not purport to contain all the information that a Bidder may require. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this RFP document and / or the bidding process, without assigning any reasons, whatsoever. However, any such change will be intimated to all Bidders by publishing on the Bank's website only and no separate notification shall be published in newspapers or any other media. Bidders shall regularly visit Bank's website to keep themselves updated. . Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by IDBI Bank at its website.

Information provided in this RFP is on a wide range of matter, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IDBI Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

IDBI Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

Any further Addenda / Corrigenda / Extension of dates / Clarifications / Responses to bidders' queries in respect of the above RFP shall be posted only on Bank's website and no separate notification shall be issued in the newspapers. Bidders are therefore requested to regularly visit Bank's website to keep them updated in this regard.



## SECTION 1

### 1. BACKGROUND

**IDBI Bank Limited (“the Bank” and “IDBI Bank”)** is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949). The Bank is also a Scheduled Bank as notified by the Reserve Bank of India under the Reserve Bank of India Act, 1934. .

### 2. PURPOSE

IDBI Bank intends to procure of 1 no. of 300 KVA Modular UPS Systems along with Lithium Ion batteries for IDBI Data Centre at CBD Belapur including buyback of existing old 2x60 KVA UPS with Batteries and 2 Nos. of 120 KVA UPS for IDBI DR Site Chennai including buyback of existing old 2x100 KVA UPS without Batteries.

### 3. DUE DILIGENCE

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).

### 4. COST OF BIDDING

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.

### 5. AMENDMENT OF BID DOCUMENT/RFP DOCUMENT

- 1.1. 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.
- 1.2. 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.

- 1.3. All prospective Bidders who have received this RFP shall be notified about the amendment in writing vide e-mail or fax or post, and all such amendments shall be binding on them.
- 1.4. 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. 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.

## 6. Eligibility Criteria

- The Bidder should be an Original Equipment Manufacturer (OEM). The Bidder (OEM) must be a registered partnership firm or a limited company having registered office in India and own service setup in Mumbai or Navi Mumbai and Chennai. (Declaration with list of service set ups/network to be submitted).
- The Bidder (OEM) should have manufacturing facility in India and should have been in the business of Supply, Installation, Testing and Commissioning of 'Modular UPS Business' at least for last seven years in India as on August 31, 2022 (Proof of date of incorporation / work order copy should be enclosed to verify the same).
- The Bidder (OEM) should have supplied & successfully commissioned at least one **(1) No. of minimum 250KVA Modular UPSs and two (2) Nos. of minimum 100KVA Modular UPSs**

Or,

**at least two (2) Nos. of minimum 250KVA Modular UPSs** in similar **environment i.e. Data Centre setup** during last seven years ending August 31, 2022 for RBI/ any PSUs / Private Banks / Public sector Bank/ Insurance / Financial Institutions (BFSI) / Telecom/ Large Corporates. Over and above the above orders, the Bidder (OEM) should submit at least one order completed within the last four years ending August 31, 2022 (Work order copies, installation report & satisfactory certificate should be enclosed.)

- The Bidder should have Annual turnover of at least Rs. 5 Crore in each of the three financial years viz. FY 2019-20, FY 2020-21 and FY 2021-22 (CA certificate/ P & L account statement/Balance sheet to be given).
- The Bidder should have positive net worth in each of the three financial years viz. FY 2019-20, FY 2020-21 and FY 2021-22 (CA certificate/ P & L account statement/Balance sheet to be given).

- The Bidder should be certified for ISO 9001(QMS). (Copies of relevant certificates to be attached).
- The Bidder should be certified for ISO 14001(EMS). (Copies of relevant certificate to be attached).
- The Bidder shall produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory, regulatory and / or investigation agency and (c) the Bidder has not been blacklisted by any RBI/ any PSUs / Private Banks / Public sector Bank/ Insurance / Financial Institutions (BFSI) / Telecom/ Large Corporates in last 7-years ending August 31, 2022 (Self-declaration to be submitted).
- If Bank decides, Factory visit may be carried out by the Bank officials for inspection of manufacturing facility.

## 7. INTEGRITY PACT:

All Bidders are required to sign Integrity Pact on requisite amount of stamp paper with IDBI Bank, in the format **in Annexure XII**. Further, the successful Vendor shall enter into agreement with IDBI Bank in the form and manner satisfactory to IDBI Bank containing the usual provisions and detailing the terms and conditions of the proposed work.

## 8. GENERAL TERMS AND CONDITIONS

- a. The Bid Documents may be downloaded from our website [www.idbibank.in](http://www.idbibank.in) and submitted to the specified office address.
- b. In case of reduction of prices due to technological obsolescence / change of product model, the Bidder should pass on the price benefit to IDBI.
- c. 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.
- d. Successful bidder would sign an Agreement with Bank at Mumbai only.
- e. Information brochure /product catalogue must be attached with the quotations clearly indicating the model quoted for.
- f. IDBI Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- g. The bid shall be properly signed by a person or persons duly authorized by the Bidder. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.
- h. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. The Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- i. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- j. 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 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.

- k. The Bidder cannot quote for the project in part.
- l. The validity of the quote would be for 90 days from the date conclusion of the ORA.
- m. Bank reserves the right to alter the quantity of the above mentioned items.
- n. IDBI 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 IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.
- o. Decision as to any arithmetical error manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of IDBI Bank and the same shall be binding on the Bidder. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.
- p. IDBI Bank reserves the right to accept or reject in part or full any or all the proposals without assigning any reason whatsoever. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.
- q. Response to the invitations that are incomplete or not received in the prescribed format will be rejected outright.
- r. Any queries in this connection may be sent to the following 2 persons:

<b>Mr. N D Biswas</b>	Phone : 022-66194339 Email : - n.biswas@idbi.co.in
<b>Mr. Shibayan Bandyopadhyay</b>	Phone : 022-66552754 Email : shibayan.bandyopadhyay@idbi.co.in

## 9. NON DISCLOSURE AGREEMENT

The Bidder agrees that they shall enter into non-disclosure agreement in the form as prescribed in Annexure-XI.

## 10. EARNEST MONEY DEPOSIT (EMD)

At the time of submitting the tender, the tenderer shall deposit an Earnest Money Deposit (EMD) of Rs.5,00,000/- in below mentioned account and copy of deposit receipt / transaction details to be submitted along with technical bid.

- i. Name of the Bank: IDBI Bank Ltd.
- ii. Account No: 0126102000001663
- iii. IFSC code: IBKL0000126

RFP not accompanied by the Earnest Money Deposit shall be rejected. No Interest shall be payable for EMD. The EMD of unsuccessful bidder will be returned after finalization of RFP. However bidders registered under NSIC need not submit EMD. (If registered under NSIC the bidder needs to submit necessary documents/ certificates in proof of the same to get exemption from EMD). The earnest

money deposit, without any interest, will be returned to the tenderer whose tenders are not accepted. The earnest money deposit, without any interest, will be returned to the tenderer whose tender is accepted only after the successful completion of the work.

The EMD 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 an execute the order/purchase order/service order or any other documents, as may be required by Bank in case the Tender is accepted. The EMD of unsuccessful bidders will be returned within 90 (Ninety) days from date of award of contract.

The successful Bidder's Bid Security amount will be discharged upon the Bidder signing the contract and furnishing of the Performance Bank Guarantee and other guarantee(s)/security in the form and manner to the satisfaction of Bank, within the stipulated time.

The EMD amount shall be forfeited, if:

- The Bidder withdraws his bid during the bid validity period; or
- The 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
- 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 Bank, as mentioned in the Bid Documents.
- The Bid Security shall not bear any interest.

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

## 11. DELIVERY LOCATION & TIME

1. The Delivery of 1 number 300 KVA Modular UPS along with Lithium Ion batteries shall be done at the Data Centre at Belapur within Eight Weeks from the placement of purchase order and the Delivery of 2 number 120 KVA Modular UPS shall be done at the D R Site at Chennai within Eight Weeks from the placement of purchase order. The installation, testing & commissioning of the UPS, Batteries & other accessories will be within 12 weeks from the date of Purchase Order (PO) for both the sites.

## 12. PAYMENT TERMS:

### **For Delivery & Installation:**

- 50% against delivery of UPS, Batteries & other accessories, receipt of delivery Challan and factory test reports.
- 47% payment on completion of installation, testing and commissioning and after ensuring that all the legal documents as laid out in the para " Execution of Contract" have been executed.
- Balance 03% of the entire order amount, i.e the amount of the procurement of the UPS units as well as the CAMC amount of 5 years should be taken under retention and may be released only

after submission of Performance Bank Guarantee (PBG) of equivalent amount and the validity of the PBG should be for 6 years + 6 months.

**For CAMC:**

- The Bidder should carry out quarterly maintenance under the Comprehensive Annual Maintenance Contract (CAMC). The payment shall be made Quarterly in arrears on submission of the invoice and preventive maintenance (PM) report and PBG.

### 13. DOCUMENTS FOR PAYMENT

Delivery of the equipment / services shall be made by the Bidder in accordance with the approved / ordered specifications. The details of other documents (as applicable) to be furnished by the Bidder are specified hereunder:

- 3(Three) 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 the equipments, the bidder should check, verify and confirm the location address, user name, contact details with our purchase order. The 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 are delivered at the correct location & end user. If the equipments are delivered at a location different from the location they are actually to be delivered to, then it will be the sole responsibility of Successful Bidder to arrange delivery of the equipments at the locations they are meant for at no extra cost to the Bank. No extra payment will be made for wrong delivery or miss delivery of equipment/s.
- Original Delivery note and acceptance certificate duly signed for receipt, installation and commissioning of equipment / services.
- Bidder's warranty certificate.
- Other documents which the Purchaser may specify to the Bidder.

**14. Pre-Bid meeting:** Any discrepancies, omission, ambiguities in the RFP format may be brought to the notice of Bank's officials during Pre-Bid meeting to get necessary clarifications in the matter. Bank shall not be responsible if any discrepancies, omission, ambiguities in the RFP format or any doubts are brought to the notice of Bank after pre-bid meeting. Queries may be sent on the e-mail ids: [n.biswas@idbi.co.in](mailto:n.biswas@idbi.co.in), [shibayan.bandyopadhyay@idbi.co.in](mailto:shibayan.bandyopadhyay@idbi.co.in) on or before pre-bid meeting (viz. September 17, 2022 at 5:00 PM). A Pre-Bid meeting has been scheduled on September 19, 2022 at 3.00 PM at Bank's Corporate Office, IDBI Tower (14th Floor), Infrastructure Management Department, WTC Complex, Cuffe Parade, Mumbai – 400005 to enable the Vendors to understand the scope of work and services to be provided. Queries received through email will only be discussed/answered at the time of Pre-Bid meeting. The Bank will not entertain any query raised after pre-bid meeting.

For any clarification the applicants may contact at telephone Nos. :- 022-66194339/ 022-66552754.

## SECTION – 2

### 1. PROCEDURE FOR SUBMISSION OF BIDS

- 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.
- 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 with date and stamp each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.
- 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.
- 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 and also to enable the Bids to be returned unopened in case it is declared “Late”. No indications pertaining to price, financial or commercial terms are to be made on the envelopes.
- 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 requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 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.
- The EMD should be paid along with the Bid Document during submission. Bids without the EMD shall be rejected.
- The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- The Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. 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.

- 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.
- 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 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.
- The Bidder cannot quote for the project in parts.
- The 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.
- The Technical Bid shall contain no financial/commercial details. However a copy of the Price Bid Form should be enclosed with the corresponding Technical Bid with the price column asked 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. Proposals 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.
- 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.
- 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.
- The 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 the Bank to do the aforesaid.
- The Bidder shall submit only one original set of the Bid.
- One sealed Technical Bid superscribed as “**Technical Bid for procurement of 1 no. of 300 KVA Modular UPS Systems for IDBI Data Centre at CBD Belapur & 2 Nos. of 120 KVA UPS for IDBI DR Site Chennai**” & One sealed Indicative Commercial Bid superscribed as “**Indicative Commercial Bid for procurement of 1 no. of 300 KVA Modular UPS Systems along with Lithium Ion batteries for IDBI Data Centre at CBD Belapur including buyback of 2x60 KVA UPS with Batteries & 2 Nos. of 120 KVA UPS for IDBI DR Site Chennai including buyback of 2x100 KVA UPS without Batteries**” must be put together in a bigger envelope, sealed and submitted as aforementioned as detailed below.
- **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.



- **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. Refer Annexure –VI.
- Please note that if either of these envelopes (I, II) is found to contain both Technical and Indicative/ Commercial Bid together, then that offer will be rejected outright.
- All the envelopes must be super-scribed with the following information:
  - Type of bid (Technical or Commercial)
  - Due Date
  - Name of Bidder
  - Name of the Authorized Person/Mobile Number of the bidding entity.
- If the outer cover of the Bid is not sealed and marked appropriately, the Bank will assume no responsibility for the bid's misplacement or premature opening.

The Bid should be delivered in a sealed cover super scribed as **“RFP for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai”** addressed to:

To,  
**General Manager,**  
**IDBI Bank Limited**  
IDBI Tower,  
14<sup>th</sup> Floor, IMD, B-wing,  
Cuffe Parade, WTC Complex  
Mumbai – 400 005.

The actual price of proposed procurement will be decided through an Online Reverse Auction (ORA) process. The Bidders will be short listed after the evaluation of their Technical Bids. Only the short listed Bidders will be permitted to participate in the ORA. The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.

The Bidders need to indicate whether any training is required for them to participate in the ORA process. The bidder participating in ORA must compulsorily have a digital certificate in the name of Bidder Company to participate in the ORA.

## 2. PRICES

- 1) The price quoted should be in Indian Rupees (INR) Only.
- 2) The quoted amount in indicative commercial bid and also in ORA should be exclusive of GST, as applicable. The buyback quote should be excluding GST. The bank will charge GST extra at actual on buyback amount.
- 3) All other Taxes, Levies, Duties, Charges, freight, insurance, packing, loading and unloading etc should be included in the bid price.
- 4) 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.
- 5) The Price quoted should be valid for 90 days from the date of submission of Indicative Commercial Bid. Period of Validity of Bids

Bids shall remain valid for 90 (ninety) days from the date of Online Reverse Auction. IDBI Bank holds the rights to reject a Bid, valid for a period shorter than 90 (ninety) days as non-responsive, without any communication to the Bidder thereof.

## 3. PROCESS FOR OPENING TECHNICAL BIDS

- (i) Technical compliance should be submitted as per each and every line item specified in Scope of work
- (ii) **Opening of Bids:** IDBI Bank will open all Technical Bids, in the presence of Bidders' representatives who choose to attend the Technical Bid opening at **IDBI Tower, Cuffe Parade, WTC Complex, Mumbai-400 005** on the date mentioned in the document control. **The Bidder's** 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.
- (iii) **Announcement of Bids:** The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as IDBI Bank at its sole discretion may consider appropriate, will be announced at the opening.
- (iv) **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.
- (v) **Last Date for Notice:** No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity specified by the Bidder on the Bid form.

## 4. PROCESS FOR OPENING OF INDICATIVE COMMERCIAL BIDS

- i. Indicative Commercial Bids will only contain an **Indicative cost for procurement of 1 no. of 300 KVA Modular UPS Systems** along with Lithium Ion batteries for IDBI Data Centre at CBD Belapur including buyback of 2x60 KVA UPS **with Batteries & 2 Nos. of 120 KVA UPS**

for IDBI DR Site Chennai including **buyback of 2x100 KVA UPS without Batteries as per Annexure-VI.**

- ii. There will not be any invitation to the bidders for opening of Indicative Commercial Bids. Indicative Commercial Bids of only those bidders who qualified in the technical Bids evaluation will be opened. Indicative Commercial Bids of bidders who failed to qualify in the technical evaluation shall not be opened and shall be returned to the Bidders.
- iii. Only the shortlisted (technically qualified) bidders will be permitted to participate in the ORA (Online Reverse Auction).
- iv. The Bidders participating in the ORA are bound by the outcome of the ORA.

## 5. EVALUATION OF TENDER (ORA PROCESS)

1. L1 bid will be arrived based on the ORA price of each of the bidders who participated in the ORA.
2. The L1 bidder as arrived at by the above process will provide the line item wise details in the format of the Indicative Commercial Bid, in order to give the break-up of the final value of procurement.
3. The 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.

## 6. EVALUATION AND COMPARISON OF BIDS

- i. A screening committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate Technical Bids to qualify the Bidders.
- ii. Technical evaluation of the Bids will be done based on the
  - o Bidder qualifying the eligibility criteria
  - o Bidders response to all the parameters mentioned in Scope of Work/ Technical specifications.
- iii. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking the explanation.
- iv. IDBI 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.
- v. IDBI Bank's decision in respect of evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- vi. The Bidders qualifying in the Technical Bids will be eligible for participating ORA process.
- vii. The Bidders will have to provide a single price for the whole procurement including buyback during the Online Reverse Auction.
- viii. The successful Bidders will have to make payment to IDBI Bank towards buyback of old UPS Units through NEFT/ RTGS before collecting of old UPS Units from respective sites.
- ix. IDBI Bank is not bound to accept the lowest or any bid and has the right to reject any Bid without assigning any reason whatsoever.

- x. IDBI Bank also reserves the right to re-issue / re-commence the Bid / bid process. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.
- xi. No intimation would be sent to the unsuccessful Bidders.
- xii. Any effort by a Bidder to influence IDBI Bank in its decisions on Bid evaluation, Bid comparison or Contract award may result in rejection of the Bidder's Bid and forfeiture of Bid Security.
- xiii. L1 bidder has to submit the price breakup of quoted amount in ORA within 03 days after completion of ORA process.

## 7. POST QUALIFICATION

- The 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.
- 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.
- 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.

## 8. AWARD OF CONTRACT

- (i) IDBI Bank shall however not bind itself to accept the best Bid or any Bid and reserves the right to accept the Bid, wholly or in part. IDBI Bank reserves rights to annul the bidding process and reject all Bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected Bidder or Bidders.
- (ii) Before the expiry of the period of validity of the proposal, IDBI Bank shall notify the successful Bidder in writing by registered letter or by hand-delivery, that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance.

## 9. PERFORMANCE BANK GUARANTEE (PBG)

- i. 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.
- ii. The value of the Performance Bank Guarantee will be 03 % of the total value of the UPS Systems (UPS & Batteries) including Comprehensive Annual Maintenance Contract (CAMC) cost. The PBG shall be valid for a period of 06 years and 06 months.
- iii. The Performance Bank Guarantee (PBG) should be issued by a scheduled commercial bank (other than IDBI Bank) and directly forwarded to the Bank.

- iv. The proceeds of the Bank guarantee 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.
- v. The both Performance Bank Guarantee should be valid for a period of 06 years and 06 months from the date of issue of the Performance Bank Guarantee. (This includes the claim period of six months after expiry of warranty.)
- vi. 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, 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.

## 10. EXECUTION OF CONTRACT

- (a) 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 PO as applicable.
- (b) The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Deed of Indemnity and Deed of Warranty.
- (c) The Contract form and all other documents would be signed / executed at Mumbai only.
- (d) Payment of stamp duty would be as per laws applicable in the State of Maharashtra.
- (e) 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.

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.

## 11. DISCHARGE OF BID SECURITY

Upon the aforesaid Successful Bidder signing the Contract, the 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 upon furnishing the performance guarantee / security to the satisfaction of Bank. The EMD of all unsuccessful Bidder(s) shall be discharged / returned after as promptly as possible as but not later than 90 (Ninety) days after the conclusion of the contract from the date of award of contract. The EMD amount will not bear any interest.

**SECTION – 3****1. DEFINITIONS**

In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- 1.1. "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 annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for delivery, installation, commissioning and operationalization of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai as inclusively stated under sections Service Level Expectations, Specifications of Systems & Solutions and Scope of work
- 1.2. "Successful Bidder" or "Vendor" means any 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.
- 1.3. "Purchaser" means IDBI Bank Limited including its successors and assigns.
- 1.4. "Contract Price" means the price/compensation payable to the Successful 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.
- 1.5 "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.
- 1.6. "Service Period" means the period of Six years commencing from the date of commissioning of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai.
- 1.7. "System" or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalising the Learning Management System solution and to provide the Services as mentioned in the RFP.
- 1.8. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document 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.
- 1.9 "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.
- 1.10. "Business Day" means including Sunday and all public holiday. L1 Vendor has to provide support 24\*7\*365 days
- 1.11. "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.

- 1.12. "Commissioning" means, the System shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.
- 1.13. "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.
- 1.14. "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.
- 1.15. "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.
- 1.16. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.
- 1.17. "Site" means the place where 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai is to be delivered and commissioned 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:

- 2.1. The clause headings are for convenient reference(s) only and do not form part of this Contract;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5. A word importing a gender includes any other gender;
- 2.6. A reference to a person includes a partnership and a body corporate;
- 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.
- 2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

### 3. Conditions Precedent

The Contract is subject to the fulfillment of the following conditions precedent by the Bidder / Vendor.

- a) Furnishing of an unconditional and irrevocable Performance Bank Guarantee.
- b) Execution of a Deed of Indemnity as per format given in Annexure-VIII.
- c) Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.
- d) Furnishing of such other documents as IDBI / Purchaser may specify, including but not limited to definitive documents.
- e) Obtaining of all statutory, regulatory and other permissions, approvals, consents and no-objections, if any, required under applicable laws or RBI or otherwise for the performance of the Service(s) under and in accordance with the Contract.

### 4. Standard of Performance

- 4.1. The Successful Bidder shall 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 standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.

### 5. Use of Contract Documents and Information

- 5.1. The Successful 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. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder 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.
- 5.2. 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.
- 5.3. 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.



- 5.4. The Bidder shall sign and submit the Non-Disclosure Agreement before within 15 days from the date of purchase order.

## 6. Indemnity

- 6.1. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor 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 Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. The provisions under this clause shall survive the termination of the Contract.

## 7. Inspection and Quality Control Tests /Check

- 7.1. Factory visit for inspection & testing of UPS units will be done by the Bank officials before the dispatch of the same to the respective sites.
- 7.2. The 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.
- 7.3. IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards
- 7.4. 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.

## 8. Manuals

- 8.1. The Bidder must along with the equipment, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.
- 8.2. 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.
- 8.3. System manuals should include the specifications of the various equipment's supplied.
- 8.4. Acceptance Certificates.
- 8.5. 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 Acceptance Certificate/ Installation Certificate, The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

## 9. Incidental Services

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

- 9.1. Performance of on-site commissioning of the System;
- 9.2. Furnishing of services required for maintenance of the rendered Systems.
- 9.3. Furnishing manuals for each appropriate unit of the rendered Systems.
- 9.4. Maintenance / Support of the rendered equipment / services for the "Contract Period", provided that this shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
- 9.5. Any other related services as the Purchaser may require and deem fit.

## 10. Warranty

- 10.1. The 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.
- 10.2. Upon receipt of notice of such defect / error or deficiency, the Bidder shall, with all reasonable speed, repair or replace the defective equipment or parts thereof, without cost to Purchaser.
- 10.3. 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.

## 11. Issue of Bank Guarantee

- 11.1. The Performance Bank guarantee shall be issued by a Scheduled Commercial Bank (other than IDBI BANK) as acceptable to Purchaser and forwarded directly to IDBI Bank by the issuing Bank.

## 12. Change Orders/Alteration/Variations

- 12.1. 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.

- 12.2. The 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:

### 13. Functional Specification

- 13.1. No additional cost will be paid to the Bidder in case of any changes required for commission of the said UPS at site.

### 14. Contract Amendments

- 14.1. 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.

### 15. Delays in the Bidder's Performance

- 15.1. Delivery of the equipment & commissioning of the system shall be made by the Successful Bidder strictly in accordance with the time schedule prescribed by the Bank. Time is of the essence of Contract.
- 15.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding timely delivery of the equipment / services and its installation/ commissioning, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the Bank shall at the earliest evaluate the condition/ situation, and consider, extending the Successful 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.
- 15.3. Except as provided in the above clause, a delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.
- 15.4. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:
- Forfeiture of its performance guarantee
  - Termination of the Contract for default

### 16. Liquidated Damages

- 16.1. If the Successful Bidder fails to deliver any or all of the Systems and equipments mentioned in the Purchase order (PO) or fails to install the same within the time period(s) specified in the Contract, Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, penalty of 0.5 % of the accepted contract value per week of delay or part there of subject to maximum of 5% of the accepted contract value per every breach in the service level. In case of undue delay beyond a period of 15 (fifteen) days unless

otherwise waived by the Purchaser, Purchaser by its discretion may consider termination of the Contract.

- 16.2. If the Bidder fails to meet the requirements under Service Level Agreement (SLA) or complete the entire work before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Services, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty.
- 16.3. The Purchaser 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 Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's performance Guarantee / security) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

## 17. Dispute Resolution

- 17.1. 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:
- 17.2. 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.
- 17.3. The matter will be referred for negotiation between CGM (IMD) of the Purchaser and Mr. \_\_\_\_\_ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.
- 17.4. 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 thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) 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.
- 17.5. The provision under this section survives the termination of contract.
- 17.6. The Vendor 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.

**18. Addresses for Notices**

18.1. 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) upon receipt of confirmation receipt when sent by facsimile; or (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	IDBI Bank Limited IDBI Tower, IMD, 14 <sup>th</sup> Floor, B-wing WTC Complex, Cuffe Parade Mumbai – 400 005, Maharashtra <b>Attn:</b> Shri. N Baral, General Manager- IMD <b>Email:</b> n.baral@idbi.co.in
In the case of the Bidder	<..... company name & Address ..... > ..... ..... <b>Attn:</b> Shri..... <b>Tel:</b> +91- ..... <b>Email:</b> .....

18.2. 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.

**19. Taxes and Duties**

19.1. The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with transportation 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.

19.2. 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 and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.

19.3. 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.

- 19.4. 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.
- 19.5. 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.

## 20. Successful Bidder's Integrity

- 20.1. The Successful 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.

## 21. Successful Bidder's Obligations

- 21.1. The Successful 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 Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.
- 21.2. The Successful 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 Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/ sites/hardware/software.
- 21.3. The Successful 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 Successful 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.

## 22. Survival

- 22.1. 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.
- 22.2. 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.

## 23. No Agency

- 23.1. 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.

## 24. No Set-off, Counter -Claim and Cross Claims.

- 24.1. 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. In case the Bidder has any claim, 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. However, IDBI Bank shall have such rights against the successful Bidder.

## 25. Commencement and Progress

- 25.1. The Bidder shall proceed to carry out the delivery, installation and commissioning with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this RFP /Purchase Order/s and shall meet the standards of good industry practice. Individual orders would be placed on the Bidder in a phased/staggered manner.

## 26. Adherence to Safety Procedures, Rules Regulations and Restriction

- 26.1. The 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.
- 26.2. The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- 26.3. 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.
- 26.4. The Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

## 27. Statutory Requirements

- 27.1. 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.
- 27.2. The Successful Bidder undertakes to promptly produce all records/documents/data/material or any other information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

- 27.3. The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.
- 27.4. IDBI Bank / 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 Vendor/ Bidder of its obligations/functions in accordance with the standards committed to or required by IDBI Bank / the Purchaser and the Vendor/ Bidder undertakes to cooperate with and provide to IDBI Bank / 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 Vendor/ Bidder failing which IDBI Bank / the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.
- 27.5. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Vendor/ Bidder from any warranty or other obligations / liabilities under and in accordance with the Contract/Agreement .

## 28. Contract Prices

- 29.1 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.
- 29.2 Further, IDBI Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying liquidated damages and/or penalty on the Successful Bidder.

## 29. Information Security

- 29.1. 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.
- 29.2. The Bidder personnel shall follow Purchaser's information security policy and instructions in this behalf.
- 29.3. The 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.

## 30. Ownership and Retention of Documents

- 30.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- 30.2. 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.



## 31. Representations and Warranties

- 31.1. 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:
- 31.2. That the selected Bidder is a company registered under the Indian statutes 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.
- 31.3. 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.
- 31.4. 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.
- 31.5. 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.
- 31.6. 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.
- 31.7. 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.
- 31.8. 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.
- 31.9. 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.
- 31.10. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- 31.11. 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.

- 31.12. 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 authorize the execution, delivery and performance by it of the Contract.
- 31.13. That all conditions precedent under the Contract has been complied.
- 31.14. 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.
- 31.15. 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.

## 32. Confidentiality

- 32.1. 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 so agree:  
To maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- 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;
  - 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
  - To treat Confidential Information as confidential even after expiry or termination of this Contract unless the Purchaser notifies the Bidder of its release from those obligations.
- 32.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- 32.3. The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- 32.4. Is independently developed by the recipient without breach of this Contract;
- 32.5. Information in the public domain as a matter of law;
- 32.6. Is received from a third party not subject to the obligation of confidentiality with respect to such information;
- 32.7. Is released from confidentiality with the written consent of the other party.
- 32.8. The recipient shall have the burden of proving that Clauses (1) or (2) above are applicable to the information in the possession of the recipient.
- 32.9. 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.

- 32.10. 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.
- 32.11. 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.
- 32.12. The provision of this Clause shall survive termination of the Contract till such Confidential Information enters public domain without violation of the undertaking under this Contract and / or the Purchaser notifies the Bidder of its release from those obligations.

### 33. Termination

- 33.1. Either Party shall be entitled to terminate this Agreement at any time by giving a prior written notice of thirty (30) days without prejudice to all rights, liabilities, interest and obligations that have occurred to the Parties prior to the date of such termination.
- 33.2. Notwithstanding the above clause, IDBI Bank shall be entitled to terminate this Agreement by giving a prior written notice of 30 (thirty) days under the following circumstances. The Agreement shall stand terminated on the expiry of the said period of 30 (thirty) days relieving both parties of their respective obligations, such obligations and / or liabilities of the Vendor that, by their nature, survive the termination of this Agreement.
- If the vendor fails or refuses to perform the Services in the manner and / or within the timeframes agreed in this behalf or abandons the Services or any part thereof; or
  - If the vendor fails to start the required Services to the satisfaction of IDBI Bank within two months of written intimation from the Bank.
  - If the vendor delivers non confirming Services, in whole or in part; or
  - If the Vendor fails to provide adequate assurance to meet the time frames of an assignment forming part of the Services; or
  - If the vendor, intentionally or unintentionally, disregards or violates any Applicable Laws or conditions of any applicable permits; or
- 
- If the Vendor fails to correct defects and deficiencies in any Services in a timely manner; or
  - If any of the representation or warranties provided by the Vendor are found to be false or incorrect; or
  - If the Vendor breaches any other material term of this Agreement; or

- If the petition for insolvency, winding up or dissolution is filed against the Vendor or any court receiver is appointed as receiver of all or any of the properties / assets of the Vendor.; or
  - If in the opinion of IDBI Bank the interest of IDBI Bank is jeopardized in any manner whatsoever.
- 33.3. In the event of the occurrence of any of the above , IDBI Bank may, as its sole discretion, provide the Vendor with written notice of IDBI Bank's intention to terminate for default. In the event the Vendor does not cure such failures within 7(seven) days of such notice, IDBI Bank may, by written notice, forthwith terminate this Agreement.
- 33.4. In the event of occurrence of any of the above, IDBI Bank may, as its sole discretion engage the services of another vendor for a temporary period and written intimation of such engagement shall be given to the Vendor which shall be binding on them.

#### 34. Consequences of Termination

- 34.1. 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.
- 34.2. 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.
- 34.3. 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 direct 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 direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). 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.
- 34.4. 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.
- 34.5. 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.
- 34.6. Certain provisions as specifically mentioned in the RFP shall survive the termination of Contract.
- 34.7. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

### 35. Conflict Of Interest

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.

### 36. Publicity

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 its written consent.

### 37. Relationship between the Parties

- 37.1. 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.
- 37.2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- 37.3. The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

### 38. No Assignment

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

### 39. Entire Contract

The terms and conditions laid down in the Bid and all annexure 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 supersedes any prior contract, understanding or representation of the Parties on the subject matter.

### 40. Governing Law

This Contract shall be governed in accordance with the laws of India.

#### 41. Jurisdiction of Courts

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

#### 42. "No Claim" Certificate

- 42.1. 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 favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.
- 42.2. 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.

#### 43. Completion of Contract

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

#### 44. Penalty

- 44.1. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level Expectations given in Section-4 of this Bid Document.
- 44.2. The ongoing performance and service levels of the Bidder will be measured as per parameters defined in Section-4 of the Bid Document.
- 44.3. The Non-co-ordination related penalties will be applicable to the Bidder responsible for delay/default as provided under the Bid Documents.

## SECTION – 4

## 1. SCOPE OF WORK

## 1.1 The scope covers :-

- Supply, installation, testing and commissioning of 1 no. 300 KVA UPS True Modular & Scalable upgradable up to 400 KVA along with Lithium Ion Batteries, Battery Rack, Inter connecting Cables/ wires with Isolation Transformer. The UPS to be integrated with existing 2 nos (N+1) 300 KVA Modular UPS (ABB Make at bypass) and to be operated in N+2 configuration feature.
- The Lithium Ion Batteries backup shall be with minimum 20 minutes back up on full load of 300 KW for entire period of 06 years. The Lithium Ion Batteries to be provided with minimum 6 years warranty period and with 10 years designed life. The Lithium Ion Battery shall be **Samsung/ LG/ Vision make with NMC/LMO chemistry.**
- Supply, installation, testing and commissioning of 2 nos. 120 KVA UPS Modular & Scalable upgradable up to 200 KVA with own Isolation Transformer to be operated in N+1 configuration feature. Each UPS to be connected with existing 64 nos 100 AH Exide make SMF Batteries which has been recently replaced. However, the bidder has to recalculate the required AH of Batteries to get 30 minutes back up time on full load and intimate to Bank. Bank shall arrange to provide any additional required Batteries before commission of the UPS.

1.2 The supplied UPS systems should be as per the technical specifications (Refer Section 4, point - 2,) provided by IDBI Bank.

1.3 The supplied UPS should have a 12-months comprehensive onsite warranty on UPS, and 5 years post-warranty AMC (on UPS) of the respective UPS system.

## 1.4 Cabling work:

- Input Breaker and Output Breaker of UPS units to be supplied by the bidder.
- Cabling between Input Breaker to UPS, UPS to Output Breaker and UPS to Battery will be under the scope of the bidder.
- Cabling between power source to Input Breaker and Output Breaker to load will be under Bank's scope of work.
- UPS earthing to be done by looping existing nearest earthing terminals by the vendor.

1.5 The quote of the buyback of the Old UPS units should be including the cost for the dismantling of the existing UPS units and clearing the site with the buyback UPS units.

1.6 The Bidder should be extra cautious of fire hazards arising due to the handling of Lithium Ion batteries and should indemnify Bank from any such incidents.

- 1.7 The Bidder has to submit the single line diagram of UPS power distribution and control circuit of UPS along with the technical bid.
- 1.8 In addition to point no. 1.7 mentioned above, the successful bidder has to submit General Arrangement Drawing of UPS and layout drawing of the UPS room before installation of the UPS for approval.
- 1.9 The Bidder to quote for the buyback of 2 UPS systems of 60 KVA each and 2 UPS system of 100 KVA each. Details of the buyback UPS is given below:

No	Description	Qty
1	<b>Conventional 60 KVA UPS (Make :- MGE) (<u>With Batteries</u>)</b>	<b>2 Nos.</b>
2	<b>Conventional 100 KVA UPS (Make:- BPE) (<u>Without Batteries</u>)</b>	<b>2 Nos.</b>

- The Bidders are requested to visit the following sites before pre bid meeting and before bidding of the RFP:
  - i) IDBI Building  
Plot no:39/40/41  
Sector 11, CBD-Belapur  
Navi Mumbai Pin :400614  
Maharashtra  
Contact Person: **Shri Shriram P Sutar**,  
Mobile- 9819907846
  - ii) Ground Floor, Khivraj Complex - I,  
No 480, Anna Salai, Nandanam,  
Chennai, Pin : 600 035  
Tamil Nadu  
Contact Person: **Shri Muthamizhselvam C**  
Mob – 8680021454



## 2. TECHNICAL SPECIFICATION

### 2.1 TECHNICAL SPECIFICATION FOR 1 NO. 300 KVA UPS TRUE MODULAR & SCALABLE UPGRADABLE UP TO 400 KVA ALONG WITH LITHIUM ION BATTERIES.

#### 1) SYSTEM CONFIGURATION

1.1 300 KVA Modular, Live swappable & scalable UPS Upgradable up to 400 KVA to be integrated with existing 2 nos (N+1) 300 KVA Modular UPS (ABB Make) to be operated in N+2 configuration feature.

1.2 Power modules should be Hot swappable/ Live swappable and Static Transfer Switch (STS) module should be Hot swappable/ Live swappable.

#### 2) ENVIRONMENTAL REQUIREMENTS

2.1 Operating Temperature: UPS system normal operations: 0° to 40°C (32°F to 104°F)

2.2 Relative humidity operating and storage: 95% non-condensing.

2.3 Audible Noise: 69.5 dB at 100% load.

#### 3) BASIC REQUIREMENTS

##### 3.1 Nominal Voltage

- Input: 380/ 400/ 415 VAC - Three Phase, Natural + Ground. (four wires)
- Output: 380 / 400 / 415V AC (Selectable) -Three Phase, Natural (four wires) + Ground.

##### 3.2 Nominal Frequency

- Input frequency range: 40-70 Hz (Auto selectable)
- Output: 50/ 60 Hz (Selectable)

##### 3.3 Power factor

- UPS Rated output power factor should be : Unity
- Input power factor should be : >0.99

##### 3.4 Battery and Battery Rack:

- Type of Battery: **Lithium Ion (with NMC and LMO Chemistry )**
- Each battery cabinet shall have individual DC rated circuit breaker.
- **Make of Lithium Ion Battery shall be Samsung/ LG/ Vision.**
- The suitable Battery Rack with accessories and interconnecting cable for batteries to be provided.
- The Battery Management System and Monitoring Software to be provided.
- The Battery should be integrated with existing BMS System of Data Centre through Modbus.
- The battery selection & sizing calculation to be submitted by the bidder.

- The Bidder should be extra cautious of fire hazards arising due to the handling of Lithium Ion batteries and should indemnify Bank from any such incidents.

**Protections:**

- Under Voltage
- Over temperature
- Over Current
- Short Circuit
- Cable Entry: Top or Bottom Cable Entry Provision shall be provided.

**3.5 The Battery Cabinet should include:**

- Lithium battery modules using cells in series configuration. Individual Module should have Cells connected in series in 1P configuration only.
- BMS (Battery Management System) ensuring three level protection on cell level, module level & rack level.
- Inbuilt DC Breaker per string.
- Redundant Dual SMPS for BMS power supply
- Front accessible for simple maintenance
- Easy & pluggable module assembly by blind mate connector
- High Discharge capability

**3.6 Battery Management System**

The system should consist of Cell Monitoring Unit (CMU) and Battery monitoring Unit (BMU) for measurement, control and operation of Li-Ion batteries.

**CMU should have below facility:**

- Cell monitor and protection (Over charge, Over discharge, Cell temperature protection).
- Communication between BMU-CMU.
- Cell Voltage Measurement
- Cell Temperature Measurement. Individual cell temperature measurement/monitoring within each Module
- Cell Balancing

**3.7 Documentation**

The following data is required to submit

- General arrangement drawing of complete battery rack
- Supporting testing reports for compliance
- List of companies in which batteries supplied successfully
- Safety test reports

### **3.8 Back Up time:**

- The Lithium Ion Batteries backup shall be minimum 20 minutes on full load of 300 KW for entire period of 06 years. The Lithium Ion Batteries to be provided with minimum 6 years warranty period and with 10 years designed life. Make of Lithium Ion Battery shall be **Samsung/ LG/ Vision**.

### **3.9 Total Harmonic Distortion**

- Input iTHD: <3% at 100% load (considering input uTHD< 1%)
- Output uTHD: <1% for 100% linear load & <5% for 100% non-linear load

## **4) SYSTEM DESCRIPTION/CONFIGURATION**

- 4.1 The UPS technology should be True Online, Double conversion (VFI).
- 4.2 UPS shall be Modular. Each module should be rated should be minimum 25 KVA & maximum 50 KVA with rated power factor of Unity.
- 4.3 The module should be independent, live swappable with complete topology of rectifier and inverter inbuilt.
- 4.4 The module should be hot/live swappable which means it can be inserted or removed from the UPS system without disconnecting or disturbing the critical load connected at the output of the UPS.
- 4.5 The UPS frame for the modules can be used as Modular, Scalable or in parallel up to minimum of Six units (horizontal expansion).
- 4.6 The UPS frame should have the provision of redundant power supply, so that failure of one does not lead to shut down of UPS.
- 4.7 The UPS frame should be provided with automatic static bypass & maintenance bypass suitable for the minimum 300 KVA/ 300KW & maximum 400 KVA.
- 4.8 Each power module should have inbuilt provision to isolate itself from the input/ output/ DC bus under fault condition or when being disengaged from UPS.
- 4.9 The UPS frame should have capability of being parallel without addition of external hardware (except paralleling cable).
- 4.10 Each power module rectifier shall be capable of providing continuous power to the load as well as for battery charging.
- 4.11 **Phantom Testing:** UPS can be tested at site without external load bank.
- 4.12 **Back Feed Protection:** UPS should have back feed protection.

## 5) MODES OF OPERATIONS

**5.1 Double Conversion Mode:**  $\geq 96.5\%$ , in online double conversion at 50% to 100% loading condition

**5.2 ECO Mode (ECONomy Mode):**  $\geq 99\%$ , In OEM specific ECONomy mode at 50 to 100% loading condition

ECO mode allows the UPS to be configured to use requested static bypass, with the load supplied through the bypass, as the preferred operation mode under predefined circumstances. If a fault is detected (bypass voltage out of tolerance, output voltage out of tolerance, etc), the UPS will immediately transfer to normal operation or forced static bypass. In case of interruption to the utility/mains supply, the UPS transfers to inverter operation for a continuous supply of the load. The batteries are charged when the UPS is in ECO mode via rectifier.

**5.3 Bypass Mode:** The static bypass transfer switch shall be used to transfer the load to the bypass without interruption to the critical power load in synchronise condition and with 10 ms break in un synchronised condition.

**5.4 Maintenance Mode:** During failure of a redundant UPS power module, UPS should have a provision of removing the faulty power module & adding new power module in online mode (hot/Live swappable) without effecting the load. In case of maintenance of the entire UPS system, a manual internal maintenance bypass switch shall be provided to isolate the UPS inverter output and static bypass transfer switch for maintenance. This shall allow the UPS to be tested or repaired without affecting load operation. UPS should have an electronic interlocking between maintenance bypass switch & UPS module inverters to ensure inverter output is off during maintenance bypass operation to avoid any fault.

**5.5 Parallel Mode:** Two or more UPS units (up to 6) of same capacity should be capable of working in parallel mode N+1, N+X & N+N of operation providing same voltage & frequency. The output of parallel UPS system should be shorted to provide common output. The UPS units working in parallel mode of operation should share the load equally. In case of failure of redundant UPS, rest of the UPS units should be able to support the critical load without any interruption.

## 6) UPS COMPONENTS & THEIR FUNCTION

**6.1 Rectifier & Charger:** Rectifier & charger denotes the solid-state equipment and controls necessary to convert incoming AC power to DC power for input to the inverter and for battery charging. The rectifier cum Power Factor Correction (PFC) shall be three phase fully DSP controlled & have low input ITHD & high PF. Charger section should be CVCC type (Constant Voltage Constant Current) for efficient battery charging & supplying regulated DC voltage. The charger section should have an electronic switch in battery path to isolate battery bank (for each string) from UPS in case of fault.

- 6.2 **Modular design:** The rectifier, charger & inverter shall be constructed in a power module and be a building block of UPS. The power modules should be capable of plug in / out in UPS online mode without affecting the load.
- 6.3 **Static bypass:** A bypass static transfer switch shall be provided as an integral part of the UPS to provide high speed load transfer from inverter to bypass and vice versa. The Static switch shall be a Bi-directional using naturally commutated high-speed static (SCR type) device rated to carry full load current continuously.
- 6.4 **Uninterrupted Transfer:** The static bypass transfer switch shall automatically cause the bypass source to supply power to the critical load without interruption after the logic senses one of the following conditions:
- Inverter overload exceeds unit's rating
  - Battery protection period expired and bypass source is available
  - Inverter failure
  - Interrupted Transfer: If the bypass source is beyond the conditions stated below, the UPS will make an interrupted transfer (less than 10 msec. in duration).
- 6.5 **Manual maintenance bypass:** Manual maintenance bypass switch should be inbuilt in the UPS to bypass the complete UPS in event of failure of any of its components, so that repairs can be undertaken without interrupting the load.
- 6.6 **Emergency Power off (EPO):** The UPS should have built in facility through which it can be switched off immediately through local switch or remote Emergency Power Off switch wherein the load is disconnected from the UPS under emergency condition. Restarts are possible after manual inspection and removing the conditions of emergency and resetting the Emergency Power Off switch.
- 6.7 **Multi-language and user friendly console:** The UPS should have built in man machine interface through a user friendly LC Display and LEDs on the front panel of the UPS. The LEDs should indicate the status of the system at a glance and the LC Display should provide in-depth details of UPS operating parameters like voltage, current, frequency, Power in kVA / kW, etc.
- 6.8 **Phase Sequence Correction:** The UPS shall be provided with Phase Sequence Correction at Input i.e., In case of Phase reversal at Input, UPS shall continue to operate in Double Conversion Mode of operation without going to battery mode.
- 6.9 **Event Monitoring:** UPS should have built-in SRAM to store minimum 1500 events with date and time stamping of the historical records and event logs. It should be possible to monitor these events from the front LCD panel of the UPS or on a PC if the UPS is connected through a SNMP card on a LAN.

**6.10 Waveform Capturing Facility:**

UPS shall be provided with Oscilloscope for measuring and recording input/output voltage & current waveforms in the event of any abnormal or alarming situation arises. In case it is not available within the UPS then 2 nos. of 3-phase power meters (one at Input & one at output) shall be provided along with the UPS system which can capture the waveform triggered during the failure event.

**6.11 Mechanical:**

- **AC/DC capacitor:** Service life shall be minimum 10 years. If it is less than 10 years Capacitor replacement cost must be included within the offer.
- Dust filter shall be provided with each UPS
- Conformal Coating : Critical components like PCB's any UPS shall be conformal coated for protection against dust and others Environmental harsh conditions.
- Ingress Protection: IP-21 required, In case vendor does not complied provide the canopy to meet IP-21 for vertical water dripping.

**7) Full Load Testing at Site**

UPS shall be capable to test at 100% Load without the need of connecting any external load bank. In case this feature is not built-in, an external fully rated load bank of UPS capacity along with breakers and interconnecting cables shall be supplied which shall be kept at site till the end of the commissioning period of the UPS.

**8) Communication Interface:**

- The UPS must be equipped with a WEB / SNMP card
- A dry contact card (Minimum 4 inputs and 4 outputs) for reporting alarms.
- The Ethernet Web / SNMP NIC must allow one or more Network Management Systems (NMS) to monitor and manage the UPS in SNMP TCP / IP or MODBUS TCP IP environments.
- The Information Management Base (MIB) must be provided in tar format for DOS and UNIX.
- The SNMP interface adapter must be connected to the UPS via the RJ45/RS232 serial port on the standard communication interface board.
- RS 485: The UPS should have RS 485 port for communication/ broadcast information about its status to the Building Management System.

9) **Compliances:** UPS should Complied with, IEC 62040 -1 : Safety, IEC 62040 -2 : EMC, IEC 62040-3 : Performance, UL1778: This Standard is intended to reduce the risk of fire, electric shock, or injury to persons from installed equipment

**OEM Certifications:** ISO 9001, 14001, 45001, 50001.

10) **Metering:** The following parameters to be displayed at UPS LC display:

- Inverter Failure
- Overload (if load exceeds 100%)
- Overload shutdown
- Emergency shutdown
- Equipment over temperature
- Maintenance Bypass ON
- DC over voltage
- Low battery
- Battery circuit breaker open
- Battery on load
- Mains failure
- Rectifier Failed or Off
- Inverter Un-synchronised
- Load on bypass
- Output voltage error
- Rectifier Input Voltage.
- Rectifier Input Frequency.
- Bypass Input Voltage.
- Bypass input Frequency.
- UPS Input kW, kVA, PF, I & Etc.
- UPS Output Voltage.
- UPS Output Frequency
- UPS Output kW, kVA, PF, I & Etc.
- Battery voltage.
- Battery charge & discharge current.
- Battery Capacity.
- Battery Charging Status.
- Temperature – STS/Inverter/PFC.

## 2.2 TECHNICAL SPECIFICATION FOR 2 NOS. 120 KVA UPS MODULAR & SCALABLE UPGRADABLE UP TO 200 KVA.

### 1) **SYSTEM CONFIGURATION**

- 1.1 Supply, installation, testing and commissioning of 120 KVA Modular, Live swappable & scalable UPS Upgradable up to 200 KVA with N+1 configuration feature.
- 1.2 Supply, installation, testing and commissioning of 2 nos. 120 KVA UPS Modular & Scalable upgradable up to 200 KVA with Isolation Transformer, to be connected with existing 64 nos 100 AH Exide make SMF Batteries for each UPS recently replaced. However, the bidder has to calculate the required AH of Batteries to get 30 minutes back up on full load. Bank shall arrange to provide any additional required Batteries before commission of the UPS.
- 1.3 Power modules should be Hot swappable/ Live swappable and STS module should be Hot swappable/ Live swappable.

## 2) ENVIRONMENTAL REQUIREMENTS

- 2.1 Operating Temperature: UPS system normal operations: 0° to 40°C (32°F to 104°F)
- 2.2 Relative humidity operating and storage: 95% non-condensing.
- 2.3 Audible Noise: 69.5 dB at 100% load.

## 3) BASIC REQUIREMENTS

### 3.1 Nominal Voltage

- Input: 380/ 400/ 415 VAC - Three Phase, Natural + Ground. (four wires)
- Output: 380 / 400 / 415V AC (Selectable) -Three Phase, Natural (four wires) + Ground.

### 3.2 Nominal Frequency

- Input frequency range: 40-70 Hz (Auto Selectable)
- Output: 50/ 60 Hz (Selectable)

### 3.3 Power factor

- UPS Rated output power factor should be : Unity
- Input power factor should be : >0.99

### 3.4 Battery:

- Minimum 30 min battery backup required at full load for 120 kVA/ 120 kW Modular UPS. The bank is having 12 volt x 100AH x 64 batteries at each existing 100 kVA UPS, bidder should consider the same & should utilise existing batteries and provide the calculation for minimum 30 min battery backup for each 120 kVA UPS.
- Additional batteries and accessories will be provided by bank
- Bidder must provide one DC rated circuit breaker for each battery bank (2 nos each having 32 nos 100 AH) with following protections.
  - Protection
  - Under Voltage
  - Over temperature
  - Over Current
  - Short Circuit
  - Cable Entry: Top or Bottom Cable Entry Provision shall be provided.

### 3.5 Total Harmonic Distortion

- Input iTHD: <3% at 100% load (considering input uTHD< 1%)
- Output uTHD: <1% for 100% linear load & <5% for 100% non-linear load

## 4) SYSTEM DESCRIPTION/CONFIGURATION

- 4.1 The UPS technology should be True Online, Double conversion (VFI).
- 4.2 UPS shall be Modular. Each module should be rated should be minimum 25 KVA & maximum 50 KVA with rated power factor of Unity.



- 4.3 The module should be independent, live swappable with complete topology of rectifier and inverter inbuilt.
- 4.4 The module should be hot/live swappable which means it can be inserted or removed from the UPS system without disconnecting or disturbing the critical load connected at the output of the UPS.
- 4.5 The UPS frame for the modules can be used as Modular, Scalable or in parallel up to minimum of four units (horizontal expansion).
- 4.6 The UPS frame should have the provision of redundant power supply, so that failure of one does not lead to shut down of UPS.
- 4.7 The UPS frame should be provided with automatic static bypass & maintenance bypass suitable for the minimum 120 KVA & maximum 200 KVA.
- 4.8 Each power module should have inbuilt provision to isolate itself from the input/ output/ DC bus under fault condition or when being disengaged from UPS.
- 4.9 The UPS frame should have capability of being parallel without addition of external hardware (except paralleling cable).
- 4.10 Each power module rectifier shall be capable of providing continuous power to the load as well as for battery charging.
- 4.11 **Phantom Testing:** UPS can be tested at site without external load bank
- 4.12 **BackFeed Protection:** UPS should have back feed protection.

## 5) MODES OF OPERATIONS

- 5.1 **Double Conversion Mode:**  $\geq 96.5\%$ , in online double conversion at 50% to 100% loading condition
- 5.2 **ECO Mode (ECONomy Mode) :**  $\geq 99\%$ , In OEM specific ECONomy mode at 50 to 100% loading condition ECO mode allows the UPS to be configured to use requested static bypass, with the load supplied through the bypass, as the preferred operation mode under predefined circumstances. If a fault is detected (bypass voltage out of tolerance, output voltage out of tolerance, etc), the UPS will immediately transfer to normal operation or forced static bypass. In case of interruption to the utility/mains supply, the UPS transfers to inverter operation for a continuous supply of the load. The batteries are charged when the UPS is in ECO mode via rectifier.
- 5.3 **Bypass Mode:** The static bypass transfer switch shall be used to transfer the load to the bypass without interruption to the critical power load in synchronise condition and with 10 ms break in un synchronised condition.
- 5.4 **Maintenance Mode:** During failure of a redundant UPS power module, UPS should have a provision of removing the faulty power module & adding new power module in online

mode (hot/ Live swappable) without effecting the load. In case of maintenance of the entire UPS system, a manual internal maintenance bypass switch shall be provided to isolate the UPS inverter output and static bypass transfer switch for maintenance. This shall allow the UPS to be tested or repaired without affecting load operation. UPS should have an electronic interlocking between maintenance bypass switch & UPS module inverters to ensure inverter output is off during maintenance bypass operation to avoid any fault.

**5.5 Parallel Mode:** Two or more UPS units (up to 4) of same capacity should be capable of working in parallel mode N+1, N+X & N+N of operation providing same voltage & frequency. The output of parallel UPS system should be shorted to provide common output. The UPS units working in parallel mode of operation should share the load equally. In case of failure of redundant UPS, rest of the UPS units should be able to support the critical load without any interruption.

## 6) UPS COMPONENTS & THEIR FUNCTION

**6.1 Rectifier &Charger:** Rectifier & charger denotes the solid-state equipment and controls necessary to convert incoming AC power to DC power for input to the inverter and for battery charging. The rectifier cum Power Factor Correction (PFC) shall be three phase fully DSP controlled& have low input ITHD & high PF. Charger section should be CVCC type (Constant Voltage Constant Current) for efficient battery charging & supplying regulated DC voltage. The charger section should have an electronic switch in battery path to isolate battery bank (for each string) from UPS in case of fault.

**6.2 Modular design:** The rectifier, charger &inverter shall be constructed in a power module and be a building block of UPS. The power modules should be capable of plug in / out in UPS online mode without affecting the load.

**6.3 Static bypass:** A bypass static transfer switch shall be provided as an integral part of the UPS to provide high speed load transfer from inverter to bypass and vice versa. The Static switch shall be a Bi-directional using naturally commutated high-speed static (SCR type) device rated to carry full load current continuously.

**6.4 Uninterrupted Transfer:** The static bypass transfer switch shall automatically cause the bypass source to supply power to the critical load without interruption after the logic senses one of the following conditions:

- Inverter overload exceeds unit's rating
- Battery protection period expired and bypass source is available
- Inverter failure

- **Interrupted Transfer:** If the bypass source is beyond the conditions stated below, the UPS will make an interrupted transfer (less than 10 msec. in duration).

**6.5 Manual maintenance bypass:** Manual maintenance bypass switch should be inbuilt in the UPS to bypass the complete UPS in event of failure of any of its components, so that repairs can be undertaken without interrupting the load.

**6.6 Emergency Power off (EPO):** The UPS should have built in facility through which it can be switched off immediately through local switch or remote Emergency Power Off switch wherein the load is disconnected from the UPS under emergency condition. Restarts are possible after manual inspection and removing the conditions of emergency and resetting the Emergency Power Off switch.

**6.7 Multi-language and user friendly console:** The UPS should have built in man machine interface through a user friendly LC Display and LEDs on the front panel of the UPS. The LEDs should indicate the status of the system at a glance and the LC Display should provide in-depth details of UPS operating parameters like voltage, current, frequency, Power in kVA / kW, etc.

**6.8 Phase Sequence Correction:** The UPS shall be provided with Phase Sequence Correction at Input i.e., In case of Phase reversal at Input, UPS shall continue to operate in Double Conversion Mode of operation without going to battery mode.

**6.9 Event Monitoring:** UPS should have built-in SRAM to stores minimum 1500 events with date and time stamping of the historical records and event logs. It should be possible to monitor these events from the front LCD panel of the UPS or on a PC if the UPS is connected through a SNMP card on a LAN.

#### **6.10 Waveform Capturing Facility:**

UPS shall be provided with Oscilloscope for measuring and recording input/output voltage & current waveforms in the event of any abnormal or alarming situation arises. In case it is not available within the UPS then 2 nos. of 3-phase power meters (one at Input & one at output) shall be provided along with the UPS system which can capture the waveform triggered during the failure event.

#### **6.11 Mechanical:**

- **AC/DC capacitor:** Service life shall be minimum 10 years. If it is less than 10 years Capacitor replacement cost must be included within the offer.
- Dust filter shall be provided with each UPS
- **Conformal Coating:** Critical components like PCB's any UPS shall be conformal coated for protection against dust and others Environmental harsh conditions.

- Ingress Protection: IP-21 required, In case vendor does not complied provide the canopy to meet IP-21 for vertical water dripping.

#### 7) Full Load Testing at Site

UPS shall be capable to test at 100% Load without the need of connecting any external load bank. In case this feature is not built-in, an external fully rated load bank of UPS capacity along with breakers and interconnecting cables shall be supplied which shall be kept at site till the end of the commissioning period of the UPS.

#### 8) Communication Interface:

- The UPS must be equipped with a WEB / SNMP card
- A dry contact card (Minimum 4 inputs and 4 outputs) for reporting alarms.
- The Ethernet Web / SNMP NIC must allow one or more Network Management Systems (NMS) to monitor and manage the UPS in SNMP TCP / IP or MODBUS TCP IP environments.
- The Information Management Base (MIB) must be provided in tar format for DOS and UNIX.
- The SNMP interface adapter must be connected to the UPS via the RJ45/RS232 serial port on the standard communication interface board.
- RS 485: The UPS should have RS 485 port for communication/ broadcast information about its status to the Building Management System.

- 9) **Compliances:** UPS should Complied with, IEC 62040 -1 : Safety, IEC 62040 -2 : EMC, IEC 62040-3 : Performance, UL1778: This Standard is intended to reduce the risk of fire, electric shock, or injury to persons from installed equipment

**OEM Certifications:** ISO 9001, 14001, 45001, 50001.

- 10) **Metering:** The following parameters to be displayed at UPS LC display:

- Inverter Failure
- Overload (if load exceeds 100%)
- Overload shutdown
- Emergency shutdown
- Equipment over temperature
- Maintenance Bypass ON
- DC over voltage
- Low battery
- Battery circuit breaker open
- Battery on load
- Mains failure
- Rectifier Failed or Off
- Inverter Un-synchronised
- Load on bypass
- Output voltage error
- Rectifier Input Voltage.
- Rectifier Input Frequency.
- Bypass Input Voltage.

- Bypass input Frequency.
- UPS Input kW, kVA, PF, I & Etc.
- UPS Output Voltage.
- UPS Output Frequency
- UPS Output kW, kVA, PF, I & Etc.
- Battery voltage.
- Battery charge & discharge current.
- Battery Capacity.
- Battery Charging Status.
- Temperature – STS/Inverter/PFC.

### 3. WARRANTY/ COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

- The manufacturer's warranty for all the supplied items against defects in materials and workmanship is for 1 Year from the date of installation. After the expiry of warranty, the product should be supported through Comprehensive Annual Maintenance Contract (CAMC) for 5 years. The Bidder shall carry out preventive maintenance (PM) on every quarter for UPS to be covered under Warranty/ CAMC & submit the report at the end of every quarter along with the invoice.

### 4. DOCUMENTATION AND MANUALS

- One set of manuals on the operation of the UPS System to be provided.

### 5. SERVICE LEVEL EXPECTATION (SLE)

- This section lists the minimum service level required to be maintained by the Vendor on award of the contract. The Vendor has to enter into a service level agreement with the Bank before the award of the contract as per the format provided by the Bank.

Response time	Resolution time
2 hrs	4 hrs

(#) Response / Resolution Time starts from the time the call is logged.

- The Successful Bidder will offer warranty for the hardware against defects arising out of faulty design, materials and workmanship for a period of Six (6) year including one year of warranty period from the date of acceptance / installation of the hardware. ( Acceptance Format : Installation service Report)
- Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any.
- All response times mentioned above includes travel time of Engineers also.
- SLE uptime will be 99.95 % annually (24X7X365) at CBD-Belapur location.
- The Bidder shall provide to the engineer all normal toolkit and test equipment needed for the maintenance of the hardware.

- 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.

#### 6. 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 the Successful Bidder fails to meet the above standards of maintenance, there will be a penalty of Rs. 1,000/- (Rupees One thousand only) per hour till call resolved. The penalty amount would adjusted against any amount payable or BG.
- IDBI Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.
- In addition to other penalties, penalty for uptime: 0.5% of the purchase order cost would be deducted as penalty subject to a maximum of 5% per every breach in the service level.

#### 7. BUYBACK COST:

- The Bidder to quote for the buyback of 2 UPS systems of 60 KVA each and 2 UPS system of 100 KVA each. Details of the buyback UPS is given below.

No	Description	Qty
1	60 KVA UPS (Make :- MGE) <b>(With Batteries)</b>	2 Nos.
2	100 KVA UPS (Make:- BPE) <b>(Without Batteries)</b>	2 Nos.

#### 8. OBSOLESCENCE

- The OEM will commit that the stipulated Support and maintenance facilities on the hardware will be available for a minimum period of 6 years. **Self-declaration to this effect from the bidder should be provided as part of the Technical bid.**
- IDBI Bank Ltd, reserves the right to reject all or any bid or cancel the quotations without assigning any reason for the same.

**SECTION – 5****1. ANNEXURE – I: TECHNICAL BID (COVERING LETTER)**

(To be included in Technical Bid Envelope)

Date: .....

To,  
**General Manager,**  
**IDBI Bank Limited**  
IDBI Tower,  
14<sup>th</sup> Floor, IMD, B-wing,  
Cuffe Parade, WTC Complex  
Mumbai – 400 005.

Dear Sir,

**Reg. :** RFP for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer our services in conformity with the 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 the Performance Bank Guarantee @ 3 % of the total value of the UPS Systems (UPS & Batteries) including Comprehensive Annual Maintenance Contract (CAMC) cost within 15 days of the receipt of acceptance by Bank. The Bank guarantee shall be in the form and manner prescribed by and to the satisfaction of IDBI Bank. .

We agree and undertake to abide by the bid terms of the 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.

We agree and 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.

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.

Signature

(Name of Authorized Signatory)

Designation

Email & Mobile no:

Company seal

Date:

Place:



2. ANNEXURE – II: ACCEPTANCE OF RFP TERMS.

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

Date:

To,

**General Manager,  
IDBI Bank Limited**

IDBI Tower,  
14<sup>th</sup> Floor, IMD, B-wing,  
Cuffe Parade, WTC Complex  
Mumbai – 400 005.

Subject: RFP for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the RFP floated by IDBI Bank for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for Data Center at CBD Belapur & 2 nos. 120 KVA UPS for DR Site at Chennai.

Signature

(Name of Authorized Signatory)

Designation

Email & Mobile no:

Company seal.

Date:

Place:

### 3. ANNEXURE – III: DECLARATIONS & UNDERTAKINGS

To,  
**General Manager,**  
**IDBI Bank Limited**  
IDBI Tower,  
14<sup>th</sup> Floor, IMD, B-wing,  
Cuffe Parade, WTC Complex  
Mumbai – 400 005

Sir,

**RFP for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai**

We, \_\_\_\_\_ (name and designation) on behalf of \_\_\_\_\_ having its registered office at \_\_\_\_\_ have submitted a bid proposal document to IDBI Bank Limited (hereinafter referred to as IDBI Bank/the Bank) for **“RFP for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai”** in response to the Request for Quotation (RFP) issued by IDBI Bank.

We hereby undertake and declare that

- a) We are duly authorized persons to submit this undertaking.
- b) We have read and understood the Request for Quotation (RFP) document – **“RFP for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai”** as obtained from IDBI Bank.
- c) We agree to participate in the ORA for the evaluation of the Indicative Commercial Bids.
- d) We do not have any other business relationship with IDBI Bank Limited including its Directors and officers and nor have any conflict of interest. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- e) We have submitted our bid proposals in compliance with the specific requirements as mentioned in the RFP document.
- f) 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.
- g) All the documents and information therein are true and accurate and nothing has been concealed or tampered with in the said documents.
- h) We possess the relevant experience in the activity as proposed to be awarded by way of the RFP document.
- i) We are aware of the fact that furnishing of any false or misleading information or document shall make us liable for punitive action.
- j) No inquiries or investigations have been threatened, commenced or pending against us by any statutory or regulatory or investigative agencies or lending institutions.
- k) Neither the company nor any of its employees/directors have been barred from providing such services by the issuing authority or any other competent institution nor are we blacklisted

/restrained at any time by the Central/ any of the State Governments in India /any Public sector organization in the last 5 years

- l) No vigilance and / or court cases pending against us.
- m) We were 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.

Signature

(Name of Authorized Signatory)

Designation

Email & Mobile no:

Company seal

Date:

Place:

#### 4. ANNEXURE - IV: FORMAT OF POWER-OF-ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr. \_\_\_\_\_ (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 in response to the RFP (Request for Proposal) for “**Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai**” by IDBI Bank Limited (hereinafter referred to as IDBI), including signing and submission of all documents and providing information/responses to IDBI in all matters in connection with our Bid / Offer. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

#### Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

#### Note:

1. To be executed by the all members in case of a Consortium.
2. 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.
3. 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 favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. 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.

## 5. ANNEXURE – V: DOCUMENTS CONSTITUTING TECHNICAL BID

1. Documents other than the Commercial Bid, must be submitted in the following order, as part of the Technical bid response to the RFP.
2. Commercial bids to be submitted in a separate envelopes.

Sr. No.	Contents of Technical Bid	Yes / No
1.	Receipt for EMD	
2.	Technical Bid Form	
3.	Unconditional Acceptance of RFP terms	
4.	Declarations / Undertaking	
5.	Bidder's Profile with supporting documents	
6.	Eligibility criteria with supporting documents.	
7.	Undertaking from OEM (MAF) regarding availability of spares for 6 years.	
8.	Board Resolution & Power of Attorney (as Applicable) for Authorized signatory.	
9.	Performa Indicative Commercial Bid	
10.	The Technical compliance sheet (for each and every line item specified for the UPS Systems mentioned in the Scope of work of this RFP( please refer Section 6)	
11.	Signed Copy of the RFP Document	

Signature

(Name of Authorized Signatory)

Designation

Mobile & Email id:

Company Seal:

Date:

Place:

## 6. ANNEXURE –VI: INDICATIVE COMMERCIAL BID FORMAT

(To be given on Bidder's Letterhead)

S. No	Description	Qty	Indicative Unit Rate (Rs.) excluding GST	Indicative Total (Rs.) excluding GST
1	Supply, Installation, Testing & Commissioning of 300 KVA Modular UPS with suitable input & output breakers (MCCB), Lithium-ion batteries along with racks, interconnecting cables between UPS to batteries, interconnecting cables between batteries and other accessories <b>as per the technical specification/ tender.</b> The UPS and Lithium-ion batteries shall be upgradable up to <b>400 KVA</b> with 1-year warranty.	1 Set		
2	Supply & Laying of 1100V grade 150 Sq. mm. XLPE flexible FRLS single core copper cable confirming to IS: 1554, laid on wall or ceiling using GI clamps and spacers or on existing cable tray as per site requirement and further as directed by Bank from Main Panel to UPS input breaker and UPS output breaker to output panel and necessary earthing cable work.	275 Mt		
3	1 <sup>st</sup> Year AMC cost (UPS + Batteries)			
4	2 <sup>nd</sup> Year AMC cost (UPS + Batteries)			
5	3 <sup>rd</sup> Year AMC cost(UPS + Batteries)			
6	4 <sup>th</sup> Year AMC cost (UPS + Batteries)			
7	5 <sup>th</sup> Year AMC cost (UPS + Batteries)			
	<b>Sub-Total - (A)</b>			
1	Buyback of Conventional 60 KVA UPS (Make:- MGE) <b>with existing old Batteries.</b> The quote of the buyback of the Old UPS units should be including the cost for the dismantling of the existing UPS units and clearing the site with the buyback UPS units.	2 Sets		
	<b>Sub-Total - (B)</b>			
	<b>Net Total (A-B)</b>			

S. No.	Description	Qty	Indicative Unit Rate (Rs.) excluding GST	Indicative Total (Rs.) excluding GST
1	Supply, Installation, Testing & Commissioning of 120 KVA Modular UPS with suitable input & output breakers (MCCB), interconnecting cables between UPS to batteries and other accessories <b>as per the technical specification/ tender.</b> The UPS shall be Upgradable up to 200 KVA with 1-year warranty to be integrated with <b>existing batteries as per the technical specification/ tender.</b>	2 Set		
2	Supply & Laying of 1100V grade 120 Sq. mm. XLPE flexible FRLS single core copper cable conforming to IS: 1554, laid on wall or ceiling using GI clamps and spacers or on existing cable tray as per site requirement and further as directed by Bank from Main Panel to UPS input breaker and UPS output breaker to output panel and necessary earthing cable work.	200 Mt		
3	1 <sup>st</sup> Year AMC cost (only UPS)			
4	2 <sup>nd</sup> Year AMC cost (only UPS)			
5	3 <sup>rd</sup> Year AMC cost (only UPS)			
6	4 <sup>th</sup> Year AMC cost (only UPS)			
7	5 <sup>th</sup> Year AMC cost (only UPS)			
	<b>Sub-Total (A)</b>			
1	Buyback of Conventional 100 KVA UPS (Make:-BPE) <b>Without Batteries.</b> The quote of the buyback of the Old UPS units should be including the cost for the dismantling of the existing UPS units and clearing the site with the buyback UPS units.	2 Sets		
	<b>Sub-Total (B)</b>			
	<b>Net Total (A-B)</b>			

**Terms & Conditions:**

1. The amounts mentioned in indicative bid should be exclusive of GST as applicable.
2. All other Taxes, Levies, Duties, Charges, freight, insurance, packing, loading and unloading etc. should be included in the bid price.
3. The price shall be valid for ninety **(90) days**.
4. The delivery will be within 8 weeks from the date of Purchase Order (PO) and the commission will be within 12 weeks from the date of Purchase Order (PO).
5. After the conclusion of the Online Reverse Auction, L1 vendor should provide the line item wise details of quantity, unit price and total price in the format of Indicative Commercial bid, in order to give the break-up of the bid-value, within 7 days.
6. The payment shall be made as per actual measurement of the quantity at site.
7. The successful Bidders will have to make payment to IDBI Bank towards buyback of old UPS Units through NEFT/ RTGS before collecting of old UPS Units from respective sites.

We agree to unconditionally abide by all the terms and conditions of this RFP issued by IDBI Bank.

Signature

(Name of Authorized Signatory)

Designation

Mobile & Email id:

Company Seal: Date:

Place



## 7. ANNEXURE – VII: PERFORMANCE BANK GUARANTEE FORM

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

### Performance Guarantee

<b>Bank Guarantee No.</b>	
<b>Bank Guarantee Amount</b>	
<b>Expiry Date</b>	
<b>Claim Amount</b>	M/s.
<b>Account</b>	

### GUARANTEE FOR PERFORMANCE OF CONTRACT / AGREEMENT

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Two

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:

- (a) IDBI BANK LIMITED, , a company registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 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 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),

(b) **WHEREAS** IDBI Bank had called for the bids for engagement of Vendor to carry out supply, installation and maintenance of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai as per the specifications prescribed therein (herein after referred to as "**Supply**") and maintain the same during the Warranty period of 12 months for UPS systems from the date of installation and to provide post warranty AMC for 5 years (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 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 the 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, sum of Rs. ....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 of any of its undertaking(s) pursuant to any law; or any change in the constitution of IDBI Bank / Vendor; or any change in the set up 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 3% of the cost of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai 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 authorised official.

## 8. ANNEXURE – VIII: DEED OF INDEMNITY

### (To be submitted by Successful Bidder)

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 under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 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 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),

#### WHEREAS

1. The Obligor has
  - a) offered to supply IDBI Bank with 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai, with the specifications as prescribed in the Agreement / Contract dated \_\_\_\_\_ during the period of **12 months** from the date of Installation. The Supply of UPS Systems and accessories by the obligor is herein after referred to as "**Supply**".
  - b) Agreed to install and provide comprehensive maintenance for the period of 5 years for the 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai in terms of the Agreement / Contract dated \_\_\_\_\_ and during the comprehensive onsite warranty period of 12 months for UPS system supplied from the date of installation of the respective UPS System. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
  - c) 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 .
  - d) 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.
  - e) 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 favor 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 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 on 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.

Sign of Authorized Signatory

Name:

Designation:

Company Seal

Place:

Date:

## 9. ANNEXURE – IX: DEED OF WARRANTY

(To be submitted by Successful Bidder)

**PROFORMA FOR WARRANTY**

We warranty and represent that everything to be supplied by us vide IDBI Bank Ltd. Order no ..... dated ..... shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any, and shall operate properly. The Hardware supplied by us would be under **24 X 7 support**. We shall be fully responsible for their efficient operation. This warranty shall survive inspection of and payment for and acceptance of goods, but shall expire (except in respect of complaints of which the *Vendor* has been notified prior to such date) after 12 months from the Date of Acceptance (hardware).

The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications.

Sign of Authorized Signatory

Name:

Designation:

Company Seal

Place:

Date:

**Notes:**

1. To be stamped as an indemnity bond in accordance with the local stamp laws at the place of execution.
2. Relevant authorizations to be collected [in case of (a) company - certified copy of the relevant board resolutions, power of attorney, certified copy of the latest memorandum and articles of association be obtained (b) partnership - copy of the partnership deed together with the registration extract evidencing registration of the partnership firm, letter of authorization/mandate from the partnership firm authorizing the execution of documents on behalf of the partnership firm, power of attorney, if any]

## 10. ANNEXURE – X: CONTRACT FORM

(To be submitted by the Vendor/s on appropriate value of stamp papers / franking within 20 Days of receipt of PO)

**THIS AGREEMENT (the Agreement)** made at..... the .....day of ..... 2022.

BETWEEN

IDBI BANK LIMITED, , a company registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 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 referred to as “ IDBI Bank/the Purchaser” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), of the ONE PART

AND

..... (Name of successful Bidder / Contractor) 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 and permitted assigns) 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 procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai and has accepted a bid by the Contractor 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 terms and conditions of RFP / Contract / Agreement referred to.
2. The RFP Document for procurement of 300 KVA UPS for IDBI Bank Data Center at CBD Belapur & 2x120 KVA UPS for IDBI DR Site at Chennai, dated \_\_\_\_\_ together with all Annexure, Schedules and Forms amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes
  - Invitation for Bids
  - Instructions to Bidders (ITB)
  - the Bid form and the price schedule submitted by the Bidder/Contractor;
  - Service level requirements
  - the Technical & Functional specifications ;
  - the terms and conditions of RFP / Contract ;
  - Schedule of dates, amounts etc.

(all the above are collectively referred to as "the said documents")



3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinabove mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide / render the Service(s), to furnish necessary undertakings, guarantees, etc. as mentioned in the RFP document / the said documents and to remedy defects, if any therein, including upgrading / updating the software, hardware, etc. and additional roll outs at other locations, strictly in conformity in all respects with the provisions of the said documents.
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, including upgrading / updating the software, hardware, etc. and additional roll outs at other locations, the Contract price or such other sum as may become payable under the provisions of the said documents at the times and in the manner prescribed by the said documents. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

**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

M/s. ....

IN THE PRESENCE OF :

1. Signature Name : ..... Address : .....	2. Signature Name : ..... Address : .....
---	---

## 11. ANNEXURE - XI – NON DISCLOSURE AGREEMENT

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

## BETWEEN

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 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 "IDBI Bank/Bank" 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 Bidder) of \_\_\_\_\_ (please specify the registered office of the (Bidder) (hereinafter called "the Bidder/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;

IDBI Bank and the Bidder may, wherever the context so permits, shall hereinafter collectively refer to as the "Parties" and individually as a "Party".

WHEREAS, IDBI Bank called for the bids for supply, installation, testing & commissioning of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai of the IDBI Bank. M/s. \_\_\_\_\_ (hereinafter referred to as "Bidder"), after going through the terms and conditions stipulated in the TENDER bearing No..... dated..... (hereinafter referred to as "TENDER" or "Bid Documents").

WHEREAS, the Bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Bidder in their proposals or otherwise and all the confidential information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to IDBI Bank,

NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, for IDBI Bank, to grant the Bidder specific access to IDBI Bank's property/information and other data.

(1) In connection with this Agreement,

"Confidential Information" includes all intellectual property information; technical or business information or material not covered; 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; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information, except that the following shall not be considered Confidential Information:-

- (a) that which is in the public domain;
- (b) that which was previously received from a third party not subject to the obligation of confidentiality with respect to such information;
- (c) that is developed independently without any aid from the disclosing Party;
- (d) that which is required to be disclosed pursuant to any request/demand by statutory or regulatory or governmental agencies or any applicable law, judgment or otherwise, provided that unless prohibited by law the disclosing Party shall give adequate notice of such disclosure to the other Party.
- (e) that is released from confidentiality with the written consent of the other Party.

"Subsidiaries / Affiliates" means and includes the holding company, subsidiary and any other entity directly or indirectly "managed" or "controlled" by the Company/IDBI Bank. The term "managed" or "controlled" shall include ability to appoint and remove majority of the directors, partners or the like in the entity by whatever name called.

It is hereby agreed as under:

- 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 and undertake to:
  - i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

- ii. 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. Not, without the prior written consent of the disclosing Party, which consent the disclosing Party shall not be under any obligation to provide, disclose the Confidential Information to any third party, save and except to, restrict access and disclosure of confidential information to such of their employees, agents, Bidders, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - iv. treat Confidential Information as confidential for a period of three (3) 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;
  - v. Not at any time either during the continuance of this Agreement or upon termination of this Agreement, publish or divulge either directly or indirectly to any person, firm or company any Confidential Information, save and except to its Affiliates;
  - vi. To keep the Confidential Information as strictly confidential;
  - vii. This Agreement shall commence on the date of execution of this Agreement and treat Confidential Information as confidential for a period of five years from the date of last such disclosure of the Confidential Information. In the event of earlier termination of this Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of two years from the date of such termination. Further, any term or provision of this Agreement that by its nature is intended to survive termination or expiration hereof will so survive and apply.
- 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) is the public domain;
  - (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 prior written consent of the other party.

Provided that if receiving Party is required to disclose any Confidential Information by order of any court or regulatory authority, receiving Party will immediately upon receipt of such order intimate the disclosing Party of such order to enable the disclosing Party to challenge such order or to allow the disclosing Party a reasonable opportunity to seek an appropriate protective order or other means to protect the confidentiality of such Confidential Information; provided further that the disclosure in

such case shall be only to the extent required by law and subject to consultations with the disclosing Party with view to agreeing to the timing and content of such disclosure.

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

c) 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 IDBI Bank or may require the Bidder's personnel to have access to computer networks and databases of IDBI Bank while on or off premises of IDBI Bank. It is understood that it would be impractical for IDBI Bank to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder's of the confidentiality of all such information. Therefore, the Bidder agrees and undertakes that any technical or business or other information of IDBI Bank that the Bidder's personnel, or agents acquire while on IDBI Bank premises, or through access to IDBI Bank computer systems or databases while on or off IDBI Bank premises, shall be deemed Confidential Information.

d) 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 or affect rights of IDBI Bank in respect of the Confidential Information.

e) 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.

f) The receiving Party acknowledges the confidential nature of Confidential Information and damage could result to the disclosing Party if the receiving Party breaches any provision of the agreement and agrees that, if the receiving Party or any of the directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, the disclosing Party may suffer immediate irreparable loss for which monetary compensation may not be adequate. The disclosing Party shall be entitled, in addition to such other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the receiving Party, its directors, officers etc from engaging in any such act.

g) This Agreement shall be governed, interpreted and enforced in accordance with the laws of India.

h) The provisions hereunder shall survive termination of the Contract.

i) Any dispute arising out of or in relation to this Agreement shall be referred to arbitration by a sole arbitrator appointed by both the parties. The arbitration shall be governed by the Arbitration and

Conciliation Act 1996. Each Party shall pay and bear its own cost of arbitration. The Arbitration shall be held in the city of Mumbai.

j) This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

k) This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

Authorized Signatory

Name :

Designation:

Office Seal:

Place:

Accepted –

Date:

## 12. ANNEXURE - XII – PRE CONTRACT INTEGRITY PACT

**PRE CONTRACT INTEGRITY PACT**

(TO BE SUBMITTED BY THE VENDOR/S ON RS.500/- STAMP PAPERS)

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between, IDBI Bank Ltd., a company registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949(10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its \_\_\_\_\_ Department/ Office at \_\_\_\_\_, \_\_\_\_\_, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by Smt/ Shri \_\_\_\_\_, Authorised Signatory / POA Holder / MD/CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to procure (\_\_\_\_\_) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary
- impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

## **1. Commitments of the PRINCIPAL**

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.** In case any such preceding misconduct on the part of such official(s) is reported by the



BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

### **3. Commitments of the BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

3.3 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of TENDER.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti- corruption principle.

#### **4. Previous Transgressions**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the TENDER process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the TENDER process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in TENDER) as Earnest Money/Security Deposit, with the PRINCIPAL through any of the modes mentioned in the TENDER/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd.. However, payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ TENDER should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ TENDER, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

## 6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

- 6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.
- 6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.
- 6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
- 6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middle manor agent or broker with a view to securing the contract.
- 6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

## 8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission, the Names and Addresses of the Monitors is given as under :

Sr.No.	Name of IEM	Contact Number	E-mail Address
1	Dr. Ravindra Kumar Srivastava, IAS (Rtd.)	9999985440	<a href="mailto:srivastava.rks@gmail.com">srivastava.rks@gmail.com</a>
2	Shri Prem Chand Pankaj, Ex- CMD, NEEPCO	9717433886	<a href="mailto:Prempankaj@gmail.com">Prempankaj@gmail.com</a>

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on\_\_\_\_\_.

**IN WITNESS WHEREOF**, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature  
(For & on behalf of the PRINCIPAL)

Signature  
(For & on behalf of the BIDDER/ Contractor)

Office Seal

Office Seal

Name  
Designation

Name  
Designation

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

## 13. ANNEXURE - XIII - FORMAT OF PRE – BID QUERIES

**To be submitted in excel file format only**

**Bidder Name :**

**Contact Person :**

**Reg. : RFP for procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai**

**Contact no / email id:**

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				

Sign of Authorized Signatory

Name:

Designation:

Company Seal

Place:



**14. ANNEXURE XIV: LETTER FOR REFUND OF EMD.**

(To be submitted by the unsuccessful bidders)

To,  
**General Manager,**  
**IDBI Bank Limited**  
 IDBI Tower,  
 14<sup>th</sup> Floor, IMD, B-wing,  
 Cuffe Parade, WTC Complex  
 Mumbai – 400 005.

We \_\_\_\_\_ (Company Name) had participated in the RFP for Procurement of 1 no. 300 KVA UPS with Lithium Ion Batteries for IDBI Bank Data Center at CBD Belapur & 2 nos. 120 KVA UPS for IDBI DR Site at Chennai.

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

Sr. No.	Bidder Name	NEFT reference number	Amount (Rs.)

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

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	

Signature:

Name of the signatory

Designation

Company Seal

Date:

## 15. ANNEXURE XV – BIDDER'S PROFILE

The Bidders should provide their details in the format given below:

Sr. No.	Details	
1.	Name & Address of the Bidder	
2.	Type of organization & year of incorporation / Registration.	
3.	PAN No.	
4.	GSTIN no.	
5.	Registered Office Address of the Bidder	
6.	Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number etc. (The company should have office and service facilities at Mumbai)	
7.	Contact person/s name/s, telephone number, mobile number etc. for the purpose of this RFP	
8.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP, Along with contact details, in case it is different from 7 above.	

Signature:

Name of the Authorized Person: *(Authorized for this RFP)*

Designation:

Company Seal:

Date:

## 16. ANNEXURE XVI – ELIGIBILITY CRITERIA

Sr. No.	Criteria and Supporting documents	Compliance (Y/ N)	
1.	The Bidder should be an Original Equipment Manufacturer (OEM). The Bidder (OEM) must be a registered partnership firm or a limited company having registered office in India and own service setup in Mumbai or Navi Mumbai and Chennai. (Declaration with list of service set ups/network to be submitted).	Yes / No	
2.	The Bidder (OEM) should have manufacturing facility in India and should have been in the business of Supply, Installation, Testing and Commissioning of 'Modular UPS Business' at least for last seven years in India as on August 31, 2022 (Proof of date of incorporation / work order copy should be enclosed to verify the same).	Yes / No	
3.	The Bidder (OEM) should have supplied & successfully commissioned at least one (1) No. of minimum 250KVA Modular UPSs and two (2) Nos. of minimum 100KVA Modular UPSs  Or, at least two (2) Nos. of minimum 250KVA Modular UPSs in similar environment i.e. Data Centre setup during last seven years ending August 31, 2022 for RBI/ any PSUs / Private Banks / Public sector Bank/ Insurance / Financial Institutions (BFSI) / Telecom/ Large Corporates. Over and above the above orders, the Bidder (OEM) should submit at least one order completed within the last four years ending August 31, 2022 (Work order copies, installation report & satisfactory certificate should be enclosed.)	Work order copies, installation report & satisfactory certificate should be enclosed.	
4.	The Bidder should have Annual turnover of at least Rs. 5 Crore in each of the three financial years viz. FY 2019-20, FY 2020-21 and FY 2021-22 (CA certificate/ P & L account statement/Balance sheet to be given).	F.Y. 2019-20	
		F.Y. 2020-21	
		F.Y. 2021-22	
5.	The Bidder should have positive net worth in each of the three financial years viz. FY 2019-20, FY 2020-21 and FY 2021-22 (CA certificate/ P & L account statement/Balance sheet to be given).	F.Y. 2019-20	
		F.Y. 2020-21	
		F.Y. 2021-22	
6.	The Bidder should be certified for ISO 9001(QMS)	Copies of relevant certificates to be attached	
7.	The Bidder should be certified for ISO 14001(EMS)	Copies of relevant certificates to be attached	

Sr. No.	Criteria and Supporting documents	Compliance (Y/ N)
8.	The Bidder shall produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory, regulatory and / or investigation agency and (c) the Bidder has not been blacklisted by any RBI/ any PSUs / Private Banks / Public sector Bank/ Insurance / Financial Institutions (BFSI) / Telecom/ Large Corporates in last 7-years ending August 31, 2022 (Self-declaration to be submitted)	Produce a self-declaration

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

Mobile No.

## 17. UNDERTAKING FROM OEM (MAF)

(To be submitted on Company (OEM's) letterhead)

To,  
General Manager,  
IDBI Bank Limited  
IDBI Tower,  
14th Floor, IMD, B-wing,  
Cuffe Parade, WTC Complex  
Mumbai – 400 005.

**Ref: RFP / For**

Dear Sir,

We\_\_\_\_\_ **(OEM Vendor)** who are established and reputed Manufacturers for \_\_\_\_\_having factories/ depot at \_\_\_\_ and we do hereby authorize **M/s. \_\_\_\_\_ (Successful Bidder / Vendor Name)** to offer their quotation, negotiate and conclude the contract with IDBI Bank against the above invitation for the Bid.

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

We also extend our back to back service support and assurance of availability of our equipments and their components as per the terms and conditions of the tender, to **M/s. \_\_\_\_\_ (Vendor Name)** for a period of six years from the date of Installation.

Sign

Name of the signatory

Designation

Company Seal.

Email id and mobile no.

Date:

Place:

## SECTION – 6

## TECHNICAL SPECIFICATIONS COMPLIANCE FOR 300 KVA UPS

Sr. No.	Specifications	Requirement	Yes/No
1	Capacity (in KVA / KW)	300kVA/300kW 3-Phase Input / 3-Phase Output & Upgradable up to 400kVA/400kW with isolation transformer.	
2	Technology and Capability	<p>a) True Online configuration double conversion UPS.</p> <p>b) Modular &amp; Scalable UPS with <b>Hot Swappable Power Modules and Static Switch Modules</b>.</p> <p>c) DSP (Digital Signal Processor) / Microprocessor based control, using IGBT devices and high switching frequency PWM.</p> <p>d) PFC controlled IGBT rectifier with Active power factor Correction (APFC).</p> <p>d) Capability to operate in N+1 / N+X PRS - Parallel Redundant Configuration.</p> <p>e) Capability of independent or common battery bank operation of the UPS when operated in PRS.</p> <p>f) Each module should have independent controller addition to main controller, failure of main controller does not result in system failure.</p>	
3	<b>Model Name &amp; Number</b>		
	300kVA /kW	Bidder must be specified	
<b>Parameters</b>			
4	<b>INPUT</b>		
4.1	Input	3phase, 4 wire & Ground (R,Y,B phases & ground)	
4.2	Nominal Input Voltage & frequency	380 Volt to 460 Volt , 50 Hz	

4.3	Input frequency tolerance	40-70 Hz	
4.4	Nominal Input current while on Boost Charging (Max Input current)	Bidder must provide details	
4.5	Input current limit	Bidder must provide details	
4.6	Rectifier Circuit- IGBT Type	IGBT based PFC rectifier	
4.7	Input Current Harmonics (THDi)	<3% at 100% load	
4.8	Operation Without Input Neutral-With Requirement of Switching to Battery mode	UPS is mains neutral independent design. In case of mains input neutral loss, UPS will keep on working in normal mode without shifting to battery mode	
4.9	Max Input Short Circuit capacity	65 kA	
4.10	Over voltage/under voltage.	The UPS should have input Over voltage/under voltage protection.	
4.11	Input Frequency variation protection.	The UPS should have Input Frequency variation protection.	
4.12	Surge protection.	The UPS should have Input Surge protection.	
4.13	Phase sequence change	The UPS should have protection at Input side for phase sequence change	
<b>5</b>	<b>Output</b>		
5.1	Nominal Output Voltage	380 / 400 / 415V AC (Selectable)	
5.2	Output Voltage Regulation	+/- 1%	
5.3	Nominal Output Frequency	45 / 60 Hz (Selectable)	
5.4	Output Frequency Regulation	+/- 0.05 Hz (Free Running / Self Clocked Mode) + / - 5 % (Synchronized to Mains Mode, Selectable)	
5.5	Output Wave Form	Pure sine wave	
5.6	Output Voltage Distortion (THDu)	<= 3% (For 100% Linear / Resistive Load) <= 5% (For 100% Non-Linear)	
5.7	Crest Factor	3 : 1 On Full Load	
5.8	Unbalanced load on phases	100% unbalanced load should be allowed	

5.9	Voltage symmetry with 100% Unbalanced Load	+/- 1%	
5.10	Output short circuit Protection.	The UPS should have Output protection.	
5.11	Over-temperature protection.	The UPS should have Over-temperature protection.	
5.12	Rectifier / Charger	Built-in, solid-state charger with appropriate ratings	
5.13	Battery Charger Ripple	Ripple free charging	
5.14	DC bus voltage ripple	< 1 RMS	
5.15	Overall Efficiency	More than 96 %	
5.16	Output N-E voltage	<= 1.0 Volt	
<b>6</b>	<b>Transfer Time</b>		
6.1	Transfer Time (Mode of operation)	Nil from Mains mode to Battery Mode Nil from Battery Mode to Mains mode	
6.2	Transfer Time (Inverter to Bypass / Bypass to Inverter)	< 1 ms (Synchronized Mode) < 10 ms (unsynchronized Mode)	
6.3	Automatic & Bi-directional static by-pass (In-built)	Should be provided to take care of uninterrupted transfer of load from Inverter to bypass (under overload / fault conditions) & automatic retransfer from bypass to inverter (on removal of overload / fault conditions)	
<b>7</b>	<b>Overload</b>		
7.1	Inverter Overload capacity (Mains Mode & Battery Mode)	125% for 10 minutes 150% for 60 seconds	
<b>8</b>	<b>MEASURING INSTRUMENTS</b>		
8.1	LCD panel for Measuring Out voltages, Output currents and Frequency, Battery Voltage and Charging / Discharging current	Bidder must provide details	
8.2	LCD panel should display status of the Battery capacity, Prediction of available service life of battery and backup Time in minutes.	Bidder must provide details	
8.3	10Yrs Life Cycle Monitoring of Critical	Bidder must provide details	



	components- DC Capacitors, AC Capacitors		
<b>9</b>	<b>Battery Backup / Battery Bank &amp; Charger</b>		
9.1	Backup Required	20 min battery back up at full load of 300 KW for entire period of 6 years.	
9.2	Battery Management System	Bidder must provide Battery Management System for Lithium – Ion batteries.	
9.3	Make of Battery	Vendor must submit the details.	
9.4	Model No of Battery	Vendor must submit the details.	
9.5	Technology	Li-NMC / LMO	
9.6	Cell configuration / arrangement in module	Series Only (1P ,series only design)	
9.7	Cell Type	Vendor must submit the details.	
9.8	Cell Nominal Voltage	Vendor must submit the details.	
9.9	Cell Charging Voltage	Vendor must submit the details.	
9.10	Cell Discharge voltage(Low threshold)	Vendor must submit the details.	
9.11	Module Configuration	Vendor must submit the details.	
9.12	Module Nominal Voltage	Vendor must submit the details.	
9.13	Module connection type	Module should have pluggable mating connector design	
9.14	Capacity (in kWhr)	Vendor to specify	
9.15	Rack configuration	Required individual cell temperature monitoring and integrated with Cell Monitoring Unit (CMU).	
9.16	Rack Rated capacity ( kWhr)	Vendor must submit the details.	
9.17	Rack Rated capacity ( Ah)	Vendor must submit the details.	
9.18	Rack Nominal Voltage	Vendor must submit the details.	

9.19	Load required for Backup	300kW	
9.20	Backup time	20 mins@300kW	
9.21	Minimum kWhr requirement to be proposed as per solution	Vendor has to consider the 300KVA / kW UPS load, 20 Min backup time	
<b>9.22</b>	<b>Battery Management System (BMS)</b>		
9.23	Protections level at Module/Rack/Strings level	Module level CMU, Rack level BMS	
9.24	Integration with UPS	Dry contact / Communication level integration with UPS	
9.25	BMS (Battery Management System) Interface to BMS (Building Management System)	ModBus Card RS485 / RS232	
9.26	Connection Cable / Bus bar From Module To Control Box	Vendor must submit the details.	
9.27	Humidity	5~85%	
9.28	Installation	Indoor	
9.29	Ambient Operation Temperature	5°C ~ +40°C	
9.30	Storage temperature	-30°C ~ +45°C (less than 6 months)	
9.31	Overall Dimension Of Total Cabinet (W X D X H)	Vendor must submit the details.	
9.32	Battery Management System	<p>Battery Management System should provide various Alarms &amp; Alerts</p> <ol style="list-style-type: none"> <li>1] Individual cell voltage high and low alarm</li> <li>2] Overall voltage high and low alarm</li> <li>3] Temperature high and low</li> <li>4] Individual cell voltage low alarm during discharge</li> </ol>	

		<p>5] Discharge string current</p> <p>6] Discharge time alarm set in hours/minutes</p> <p>Battery Management System should protect below.</p> <p>1] Protect form Over Temperature.</p> <p>2] Protect form Over current.</p> <p>3] Protect form Over Voltage.</p> <p>4] Protect form Under Voltage.</p>	
<b>10</b>	<b>DC CHARACTERSTICS</b>		
10.1	Nominal DC bus voltage	Bidder must provide details	
10.2	Battery isolation	Through 3P DC MCCB with UV trip coil and aux contacts	
10.3	DC Bus voltage ripple	<1%	
10.4	Charging method	Bidder must provide details	
10.5	Cold start	Bidder must provide details	
<b>11</b>	<b>ENVIRONMENTAL AND GENERAL CHARACTERISTICS</b>		
11.1	Operating temperature	0 - 40 °C without deration	
11.2	Relative humidity	Upto 95% non-condensing	
11.3	Maximum No. of systems can be paralleled	Upto 6nos.	
11.4	Cable entry - Top / Bottom	Bottom default Top with rear entry	
11.5	Degree of Protection	IP21 with in-built user replaceable dust filter	
11.6	Compliances	IEC 62040 -1 : Safety IEC 62040 -2 : EMC IEC 62040-3 : Performance UL1778	

<b>12</b>	<b>UPS Interfaces</b>		
12.1	Serial Communication Port	RS232: Should be provided as standard	
12.2	REPO (Remote Emergency Power Off)	Provided in-built in the UPS	
12.3	Interface to NMS (Network Management System)	SNMP Card for connecting the UPS to LAN thru Ethernet port & monitoring thru NMS	
12.4	Interface to BMS (Building Management System)	ModBus Card for connecting to UPS to BMS thru RS485 & monitoring thru BMS	
12.5	Interface to DCS (Distributed Control System)	Relay I/O Card or PFC (Potential free contacts) for connecting to UPS to DCS / PLC / SCADA system for communication UPS operating status	
<b>13</b>	<b>Restart / Testing Capability</b>		
13.1	Automatic Restart	UPS should start up automatically on mains resumption after battery low shutdown	
13.2	Battery Self Test	Manual / Scheduled battery test to ensure healthiness of batteries. However in event of weak batteries, test should be aborted and fault reported to the user thru replace battery warning	
<b>14</b>	<b>Physical</b>		
14.1	Operating Temperature	0 to 40 deg C	
14.2	Operating Humidity	0 to 90% RH (Non-condensing)	
14.3	Type of Cooling	Forced Air	
14.4	Form Factor	Free Standing Floor Mounted UPS	
14.5	Dimension (w x d x h) in mm	To be furnished by the vendor	
14.6	Weight - in kg	To be furnished by the vendor	
14.7	Compliances	IEC 62040 -1 : Safety IEC 62040 -2 : EMC IEC 62040-3 : Performance UL1778	
14.8	Phantom Testing possible	Yes. UPS can be tested at site without external load bank	
14.9	Connections - Rectifier Input / Output / Bypass Input / Battery	Hardwired	

<b>15</b>	<b>UPS Isolation Transformer</b>		
15.1	Capacity	Cater to load 400 kVA UPS	
15.2	Nominal Input Voltages	380, 415V 50Hz.	
15.3	Nominal Output Voltages	380/220, 415/240V 50Hz.	
15.4	Insulation class	Class H 220°C insulation	
15.5	Taps	Transformer Six full capacity primary taps at 2.5% (+5%, -10%)	
15.6	Operating temperature	0°C to 40°C ambient.	
15.7	Transformer	Double shielded copper isolation transformer with input surge suppression	
15.8	K- Factor Rating	K 13	

**TECHNICAL SPECIFICATIONS COMPLIANCE FOR 120 KVA UPS**

Sr. No.	Specifications	Requirement	Yes/No
1	Capacity (in KVA / KW)	120kVA/120kW 3-Phase Input / 3-Phase Output & Upgradable up to 200kVA/200kW with isolation transformer.	
2	Technology and Capability	a) True Online configuration double conversion UPS. b) Modular & Scalable UPS with Hot Swappable Power Modules and Static Switch Modules. c) DSP (Digital Signal Processor) / Microprocessor based control, using IGBT devices and high switching frequency PWM. d) PFC controlled IGBT rectifier with Active power factor Correction (APFC). e) Capability to operate in N+1 / N+X PRS -Parallel Redundant Configuration. f) Capability of independent or common battery bank operation of the UPS when operated in PRS. g) Each module should have independent controller addition to main controller, failure of main controller does not result in system failure. h) UPS should have & operate with parallel redundant	
3	<b>Model Name &amp; Number</b>		
	120kVA /120kW	<b>Make / Model / Part No</b> must be specified	
4	<b>Input</b>		
4.1	Input facility -Phases / Wires	3-Phase / 4-Wire & Ground (R, Y, B -Phases & Ground)	
4.2	Nominal Input Voltage	380-460, 50 Hz.	
4.3	Input frequency tolerance	40-70 Hz	
4.4	Nominal Input current while on Boost Charging (Max Input current)	Bidder must provide details	
4.5	Input current limit	Bidder must provide details	
4.6	Rectifier Circuit- IGBT Type	IGBT based PFC rectifier	
4.7	Input Current Harmonics (THDi)	<3% at 100% load	

4.8	Operation Without Input Neutral-With Requirement of Switching to Battery mode	UPS is mains neutral independent design. In case of mains input neutral loss, UPS will keep on working in normal mode without shifting to battery mode	
4.9	Max Input Short Circuit capacity	65 kA	
4.10	Over voltage/under voltage.	The UPS should have input Over voltage/under voltage protection.	
4.11	Input Frequency variation protection.	The UPS should have Input Frequency variation protection.	
4.12	Surge protection.	The UPS should have Input Surge protection.	
4.13	Phase sequence change	The UPS should have protection at Input side for phase sequence change	
<b>5</b>	<b>Output</b>		
5.1	Nominal Output Voltage	380 / 400 / 415V AC (Selectable)	
5.2	Output Voltage Regulation	+/- 1%	
5.3	Nominal Output Frequency	45 / 60 Hz (Selectable)	
5.4	Output Frequency Regulation	+/- 0.05 Hz (Free Running / Self Clocked Mode) + / - 5 % (Synchronized to Mains Mode, Selectable)	
5.5	Output Wave Form	Pure sine wave	
5.6	Output Voltage Distortion (THDu)	<= 3% (For 100% Linear / Resistive Load) <= 5% (For 100% Non-Linear)	
5.7	Crest Factor	3 : 1 On Full Load	
5.8	Unbalanced load on phases	100% unbalanced load should be allowed	
5.9	Voltage symmetry with 100% Unbalanced Load	+/- 1%	
5.10	Output short circuit Protection.	The UPS should have Output protection.	
5.11	Over-temperature protection.	The UPS should have Over-temperature protection.	
5.12	Rectifier / Charger	Built-in, solid-state charger with appropriate ratings	
5.13	Battery Charger Ripple	Ripple free charging	
5.14	DC bus voltage ripple	< 1 RMS	
5.15	Overall Efficiency	More than 96 %	
5.16	Output N-E voltage	<= 1.0 Volt	
<b>6</b>	<b>Transfer Time</b>		
6.1	Transfer Time (Mode of operation)	Nil from Mains mode to Battery Mode Nil from Battery Mode to Mains mode	
6.2	Transfer Time (Inverter to Bypass / Bypass to Inverter)	< 1 ms (Synchronized Mode) < 10 ms (unsynchronized Mode)	

6.3	Automatic & Bi-directional static by-pass (In-built)	Should be provided to take care of uninterrupted transfer of load from Inverter to bypass (under overload / fault conditions) & automatic retransfer from bypass to inverter (on removal of overload / fault conditions)	
<b>7</b>	<b>Overload</b>		
7.1	Inverter Overload capacity (Mains Mode & Battery Mode)	125% for 10 minutes 150% for 60 seconds	
<b>8</b>	<b>MEASURING INSTRUMENTS</b>		
8.1	LCD panel for Measuring Out voltages, Output currents and Frequency, Battery Voltage and Charging / Discharging current	Bidder must provide details	
8.2	LCD panel should display status of the Battery capacity, Prediction of available service life of battery and backup Time in minutes.	Bidder must provide details	
8.3	10Yrs Life Cycle Monitoring of Critical components- DC Capacitors, AC Capacitors	Bidder must provide details	
<b>9</b>	<b>Battery Backup / Battery Bank &amp; Charger</b>		
9.1	Backup Required	Minimum 30 min battery back up at full load.	
9.2	VAH rating	The bank is having 12 volt x 100AH x 64 batteries at each existing UPS, bidder should consider the same & should provide the calculation for minimum 30 min battery backup at each 120 kVA UPS.	
9.3	Battery Type	Sealed Maintenance Free (SMF), valve Regulated. Only valve Regulated Lead Acid (VRLA)	
9.4	Minimum Charger Rating (Including internal / external)	10% of Battery AH rating offered	
9.5	Charger type / Charging Method & Charging Voltages	Constant Voltage Constant Current Solid state SMPS charger designed for at least 10% of Battery Ah offered	
9.6	Battery recharge time (After complete discharge) to 90% capacity	10-12 hours	



<b>10</b>	<b>DC CHARACTERSTICS</b>		
10.1	Nominal DC bus voltage	Bidder must provide details	
10.2	Battery isolation	Through 3P DC MCCB with UV trip coil and aux contacts	
10.3	DC Bus voltage ripple	<1%	
10.4	Charging method	Bidder must provide details	
10.5	Cold start	Bidder must provide details	
<b>11</b>	<b>ENVIRONMENTAL AND GENERAL CHARACTERISTICS</b>		
11.1	Operating temperature	0 - 40 °C without deration	
11.2	Relative humidity	Upto 95% non-condensing	
11.3	Maximum No. of systems can be paralleled	Upto 6nos.	
11.4	Cable entry - Top / Bottom	Bottom default Top with rear entry	
11.5	Degree of Protection	IP21 with in-built user replaceable dust filter	
11.6	Compliances	IEC 62040 -1 : Safety IEC 62040 -2 : EMC IEC 62040-3 : Performance UL1778	
<b>12</b>	<b>UPS Interfaces</b>		
12.1	Serial Communication Port	RS232: Should be provided as standard	
12.2	REPO (Remote Emergency Power Off)	Provided in-built in the UPS	

12.3	Interface to NMS (Network Management System)	SNMP Card for connecting the UPS to LAN thru Ethernet port & monitoring thru NMS	
12.4	Interface to BMS (Building Management System)	ModBus Card for connecting to UPS to BMS thru RS485 & monitoring thru BMS	
12.5	Interface to DCS (Distributed Control System)	Relay I/O Card or PFC (Potential free contacts) for connecting to UPS to DCS / PLC / SCADA system for communication UPS operating status	
<b>13</b>	<b>Restart / Testing Capability</b>		
13.1	Automatic Restart	UPS should start up automatically on mains resumption after battery low shutdown	
13.2	Battery Self Test	Manual / Scheduled battery test to ensure healthiness of batteries. However in event of weak batteries, test should be aborted and fault reported to the user thru replace battery warning	
<b>14</b>	<b>Physical</b>		
14.1	Operating Temperature	0 to 40 deg C	
14.2	Operating Humidity	0 to 90% RH (Non-condensing)	
14.3	Type of Cooling	Forced Air	
14.4	Form Factor	Free Standing Floor Mounted UPS	
14.5	Dimension (w x d x h) in mm	To be furnished by the vendor	
14.6	Weight - in kg	To be furnished by the vendor	
14.7	Compliances	IEC 62040 -1 : Safety IEC 62040 -2 : EMC IEC 62040-3 : Performance UL1778	
14.8	Phantom Testing possible	Yes. UPS can be tested at site without external load bank	
14.9	Connections - Rectifier Input / Output / Bypass Input / Battery	Hardwired	
<b>15</b>	<b>UPS Isolation Transformer</b>		
15.1	Capacity	Cater to load 200 kVA UPS	
15.2	Nominal Input Voltages	380, 415V 50Hz.	
15.3	Nominal Output Voltages	380/220, 415/240V 50Hz.	
15.4	Insulation class	Class H 220°C insulation	
15.5	Taps	Transformer Six full capacity primary taps at 2.5% (+5%, -10%)	

15.6	Operating temperature	0°C to 40°C ambient.	
15.7	Transformer	Double shielded copper isolation transformer with input surge suppression	
15.8	K- Factor Rating	K 13	

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