

GRAMIN BANK OF ARYAVART

HEAD OFFICE, A – 2/46, VIJAY KHAND,

GOMTI NAGAR, LUCKNOW (U.P.). PIN-226010

Phone No- 7388800775/76/88/90 - 98, Fax No. 0522 - 2392986

Website www.aryavart-rrb.com

REQUEST FOR PROPOSAL (RFP)

FOR

SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF 3.0 KVA ONLINE UPS

FOR

BRANCHES & OFFICES AT AGRA, ALIGARH, BARABANKI, ETAH, FAIZABAD, FARRUKHABAD, FIROZABAD, HARDOI, HATHRAS, KANNAUJ, KASGANJ, LUCKNOW, MAINPURI, MATHURA & UNNAO DISTRICTS

Date of RFP :	15-11-2016
Pre-bid meeting and last Date of submission of Queries :	21-11-2016 up to 04:00 PM
Last Date of submission of RFP :	06-12-2016 up to 3:00 PM
Opening of Technical Bids :	06-12-2016 at 3:15 PM
Opening of Financial Bids :	Financial bids opening date shall be announced and notified after opening of technical bids.
Earnest Money Deposit :	₹ 5,00,000.00 (Rupees Five lac only)



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Ref no: HO/IT/VA/2016-17/81

Date: 15-11-2016

REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF 3.0 KVA ONLINE UPS

Bank intends to procure on line UPS for its Branches/Offices in Agra, Aligarh, Barabanki, Etah, Faizabad, Farrukhabad, Firozabad, Hardoi, Hathras, Kannauj, Kasganj, Lucknow, Mainpuri, Mathura & Unnao Districts. For this purpose, we invite rates for Unit Price for the items alongwith rate for comprehensive AMC in FORM - 3 as per the specification given in Annexure - C.

Bank proposes to purchase minimum 250 and approximately 325 sets of 3.00 KVA online UPS alongwith Battery Bank. The quantity may increase / decrease depending upon the requirement. Order may also be placed in piecemeal and minimum number of these sets is not defined. This point must be noted carefully. You are requested to send your proposal for the same. The summary of the items proposed for purchase:

> Quantity of UPS with Battery Bank to be purchased

: 325 (approx)

Period of warranty of UPS & battery both(in months)

: 36 Months

> Period of Comprehensive AMC of UPS after expiry of warranty period

: 24 Months

For the above purpose, a two-envelopes tender Procedure [Technical and Financial envelopes] is to be adopted. The Technical Proposal envelope should not contain any financial terms like cost of hardware or any of its components. The financial envelope should contain both the cost of online UPS and battery bank as well as the CAMC charges as mentioned in the enclosures. The bid has to be accompanied by an Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees five lac only) in the form of a demand Draft or payslip in favor of Gramin Bank of Aryavart , Payable at Lucknow. Such Draft /Payslip should be placed in separate third cover marked as 'EARNEST MONEY DEPOSIT' and must not be kept inside Financial Bid envelop.

Please note that this is only an enquiry and without any commitment on the part of the bank to place the order with you, and/or purchase the said or any hardware from you. Please also note the following points carefully while submitting your proposal:

- ✓ Only one Model/Make, strictly conforming to the specifications should be quoted.
- ✓ Unit Prices of all items specified in the proposal have to be quoted.
- ✓ Bank reserves the right to accept any proposal or reject one or all the proposals, without assigning any reasons whatsoever.
- ✓ A copy of terms and conditions of Contract (TCC) along with Technical specifications is attached.
- ✓ All the proposals must reach our Head office up to 3.00 PM on 06-12-2016.
- ✓ Prospective Bidders are requested to attend a meeting to be held at our office, on 21-11-2016 at 04:00 P.M to seek clarification and/or to raise query, if any, in respect of Bid submission.

Kindly check our website <u>www.aryavart-rrb.com</u> regularly to get the latest updates regarding this tender notice.

(B.B.NANDA)
GENERAL MANAGER

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CHECK LIST

Check list for Bidder submitting bid in response to our notice inviting tenders for supply, installation, commissioning and testing of 3.00 KVA online UPS systems along with maintenance free Battery bank.

S.NO.	DESCRIPTION	COMPLIANCE (YES / NO)
1	Whether EMD of Rs 5,00,000/- (Rupees five lac only) attached.	YES / NO
2	Whether the bidder has a permanent office/Service office in Lucknow/Agra/Aligarh/Kanpur having its own infrastructure for service support.	YES / NO
3	Whether Balance sheet for last 3 years enclosed.	YES / NO
4	Whether audited the bidder firm has average Annual Turnover of Rs. 20 Crore, each during the last 3 years.	YES / NO
5	Whether the bidder firm is profit making during the last 3 years.	YES / NO
6	Whether the certificate in support of ISO 9001 for the bidder firm / UPS manufacturer and ISO 9001 and ISO 14001 for the battery manufacturer enclosed.	YES / NO
7	Whether the TAX registration certificate for VAT / ST / Service Tax /PAN enclosed.	YES / NO
8	Whether the Make /Brand quoted is in successful in operation during the last 3 years enclosed as proof	YES / NO
9	In case the bidder firm is not manufacturer, whether agreement copy of service supports for the quoted brand /make enclosed.	YES / NO
10	Whether the latest original solvency certificate for Rs. 1 crore or more issued during the last 12 months enclose detail	YES / NO
11	Whether the manufacturer" s authorization form for both UPS and batteries enclosed.	YES / NO
12	Whether the bid forms (technical and financial) complete in all respect.	YES / NO
13	Whether the papers and documents have been properly signed.	YES / NO
14	Whether the terms and conditions of the contract /bid, accepted by duly signing on all the pages of the bid document.	YES / NO
15	Whether the warranty as stipulated in the bid offered.	YES / NO
16	Whether the payments terms agreed as per Bank TCC.	YES / NO
17	Whether the service support details are attached.	YES / NO
18	Whether the list of customers is enclosed.	YES / NO
19	Whether the performance statement is enclosed.	YES / NO
20	Whether the certificate about the batteries conforming to UL /JISC8702 Std. enclosed.	YES / NO
21	Whether the firm is manufacturer.	YES/NO
22	Wether Ups is Indian made.	YES/NO



Instructions to Vendors

Submission of Proposals (Methodology)

The Proposal shall be submitted in two separate envelopes – Part I covering the Technical, and Qualification aspects hereinafter referred to as 'Technical Proposal' and Part II covering only the price schedules hereinafter referred to as the 'Financial Proposal'. The two parts should be in two separate covers, each super-scribed with the name of the Project (Proposal for Procurement of online UPS for various branches / offices situated in Bank's area of operation.) as well as "Technical Proposal" and "Financial Proposal" as the case may be.

Documents comprising the Technical Proposal Envelope, should:

- (a) Comply with the TCC (Annexure-B)
- (b) Comply with the Technical Specifications of each item.
- (c) Be accompanied with duly filled in Proposal Forms (FORM-1) and (FORM-2). The forms must be duly signed by the vendor;

Any Technical Proposal <u>not containing</u> the above will be rejected.

Any Technical Proposal containing any price information will be rejected.

Documents comprising Financial Proposal Envelope, should be:

(a) Full Price Schedule of the Goods and/or System and/or Services (FORM-3) Each copy of the Proposal should be in two parts, as mentioned below.

The vendors shall seal the "<u>Technical Proposal</u>" and "<u>Financial Proposal</u>" separately and the same shall:

- (a) Be addressed to the Bank at the address given; and
- (b) Bear the Name "PROPOSAL FOR PROCUREMENT OF ON LINE UPS FOR BRANCHES / OFFICES" with a statement: "DO NOT OPEN BEFORE 06-12-2016.

Proposals must be received by the Bank at the address specified, not later than the date & time specified in Request for Proposal.

GRAMIN BANK OF ARYAVART
HEAD OFFICE
A-2/46, VIJAY KHAND, GOMTINAGAR
LUCKNOW-226010



Terms and Conditions of Contract (TCC)

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Goods" means all of the equipment, machinery, and/or other materials that the Supplier is required to supply to the Bank with online UPS of 3.00 KVA.
 - (b) "The Bank" means the Gramin Bank of Aryavart
 - (c) "The Services" means those services ancillary to the supply of the online UPS, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
 - (d) "TCC" means the Terms and Conditions of Contract contained in this section;
 - (e) "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the online UPS and Services under this Contract; and
 - (f) "The Project Site" means Branch offices of Gramin Bank of Aryavart.

2. Country of Origin

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

3. Standards

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

4. Use of Contract Documents and Information

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

Bank of P. S. P. P. S. Dept. *

Patent Rights

5.1 The Supplier shall indemnify the Bank against all third-party claims of infringement of license agreement, patent, trademark, or industrial design, intellectual property or copy rights etc. arising from use of the online UPS or any part thereof in India.

6. Performance Security

- 6.1 Within 7 days of the award of Purchase order, the Supplier shall furnish to the Bank, the Performance Security for an amount equivalent of amount of advance valid up to 60 days after the date of completion of performance obligations including warranty obligations.
 - Provided that the Bank may have regard to the value and/or nature of the online UPS of the purchase contract and, at its sole discretion, waive the performance guarantee.
- The Bank shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - (a) A bank guarantee issued by a reputable bank in India,

Or

- (b) A Banker's Cheque / Demand Draft. Favouring "Gramin Bank of Aryavart"
- 6.4 The performance security will be discharged by the Bank and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty or AMC obligations under the contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter. In the event of any correction of defects or replacement of defective equipment during the warranty period, the warranty for the corrected / replaced equipment shall be extended to a further period of 12 months. The performance guarantee for a proportionate value shall be extended by 60 days over and above the extended warranty period.

7. Inspection and Quality Control Tests

- 7.1 Inspection and Quality Control tests before evaluation, prior to shipment of online UPS and at the time of final acceptance are as follows:
 - (i) Inspection of online UPS as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards may be done at factory site of the Supplier before award of the Purchase Contract, by the Bank;
 - (ii) The inspection of the online UPS is to check whether the online UPS are in conformity with the technical specifications mentioned in the Invitation for Quotation or the Quotation submitted by the Supplier. The Supplier will dispatch the online UPS to the ultimate consignee after internal inspection/testing along with the Supplier's inspection report, manufacturer's warranty certificate. The Bank / Bank's Consultants may also carry out predispatch inspection. In such a case, the entire cost of such inspection, including the board, lodging, traveling, incidental expenses of the Bank's representatives and/or Consultants, shall totally be borne by the Supplier, for the complete duration of the inspection. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;

(iii) Also, the Bank will test the equipment after completion of the installation and



commissioning at the site of the installation (for site preparation, the Supplier should furnish all details to the Bank sufficiently in advance so as to get the works completed before receipt of the equipment). Complete online UPS and online UPS should be supplied, installed and commissioned properly by the Supplier prior to commencement of performance tests;

(iv) The acceptance test will be conducted by the Bank or any other person nominated by the Bank, at its option. The acceptance will involve trouble-free operation for a period to be decided by the Bank, but not exceeding seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of online UPS or excessive heating of motors attached to printers, drivers etc. or bugs in the online UPS should occur. The Supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the Bank, the successful completion of the test specified. An average uptime efficiency of 98% for the duration of test period shall be considered as satisfactory;

Provided that the Bank may, at its discretion, require the Supplier to devise and conduct the acceptance test, at his own cost, in the presence of Bank's representative(s) to establish to the satisfaction of the Bank that the

Configuration/performance of the online UPS supplied is in conformity with the specifications laid down in the purchase contract.

- (v) In the event of the online UPS failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to get the equipment replaced by the Supplier at no extra cost to the Bank; and
- (vi) Successful conduct and conclusion of the acceptance tests for the installed online UPS and equipment shall also be the sole responsibility and at the cost of the Supplier.
- 7.2 The inspections and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the online UPS final destination. If conducted on the premises of the Supplier, reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank.
- 7.3 Should any inspected or tested online UPS fail to conform to the Specifications, the Bank may reject the online UPS, and the Supplier shall either replace the rejected online UPS or make alterations necessary to meet specification requirements, free of cost, to the Bank.
- 7.4 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.5 Manuals and Drawings

- 7.5.1 Before online UPS are taken over by the Bank, the Supplier shall supply operation and maintenance manuals together with drawings, wherever applicable, of the online UPS. The manuals and drawings shall be in English.
- 7.5.2 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over, until such manuals and drawings have been supplied to the Bank.

7.6 For the online UPS, the following will apply:

The Supplier shall provide complete and legal documentation of online UPS, The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.



Acceptance Certificates:

7.7.1 On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working of the online UPS, the acceptance certificate signed by the Supplier and the representative of the Bank will be issued. The date on which such certificate is signed (unless otherwise provided for) shall be deemed to be the date of successful commissioning of the systems

Training shall be conducted on the dates mutually agreed up on and within two months from the date of acceptance of supply.

8. Packing

- 8.1 The Supplier shall provide such packing of the online UPS as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the online UPS' final destination and the absence of heavy handling facilities at all points in transit.
- Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:
 - (i) Contract No.; (ii) Supplier's Name; (iii) Consignee's Name (iv) Packing List Reference number.

9. Delivery and Documents

- 9.1 Delivery of the online UPS shall be made by the Supplier within 2 weeks from the date of purchase Order. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:
 - (i) 3 copies of Supplier's invoice showing contract number, goods description, quantity, and unit price and total amount;
 - (ii) Delivery note, Transportation receipt or acknowledgement of receipt of goods from the Consignee or in case of goods from abroad, original and two copies of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;
 - (iii) 2 Copies of packing list identifying contents of each package;
 - (iv) Insurance certificate;
 - (v) Manufacturer's / Supplier's warranty certificate;
 - (vi) Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,

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

10. Insurance

- 10.1 The insurance shall be in an amount equal to 100 percent of the value of the online UPS from "Warehouse to final destination" on "All Risks" valid for a period not less than 6 months after installation and commissioning and issue of acceptance certificate by the Bank.
 - Should any loss or damage occur, the Supplier should -
 - (a) Initiate and pursue claim till settlement, and
 - (b) Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

Transportation

Where the Supplier is required under the Contract to transport the online UPS online UPS to a specified place of destination within Bank "s area of operation i.e. All places at Agra, Aligarh,



Barabanki, Etah, Faizabad, Farrukhabad, Firozabad, Hardoi, Hathras, Kannauj, Kasganj, Lucknow, Mainpuri, Mathura & Unnao Districts. Transport to such place of destination within Bank's area of operation, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

12. Incidental Services

- 12.1 The incidental services to be provided are as under:
 - (a) Performance of on-site assembly and start-up of the supplied online UPS
 - (b) Furnishing of online UPS systems required for development and/or maintenance of the supplied Goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied online UPS;
 - (d) Maintenance, repair of online UPS for a period of three years after expiry of the warranty, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract; and
 - (e) Training of the Bank's personnel at the Supplier's office or other facility, in the installation and operation of the online UPS, as specified in TCC Clause 38.

13. Spare Parts

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

14. Warranty

- 14.1 The Supplier warrants that the online UPS supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied online UPS in the conditions prevailing in India.
- The warranty period shall be 36 months for online UPS and 36 months for Maintenance free battery from date of acceptance of the online UPS Provided that wherever the online UPS could not be installed due to the site not being ready or for any reason attributable solely to the Bank, the warranty shall terminate after 36 months for UPS and 36 months for maintenance free battery from the date of Installation. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with TCC Clause 7.

The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.

- 14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, in any case not later than 48 hours, repair or replace the defective online UPS or parts thereof, without cost to the Bank.
- 14.5 If the Supplier having been notified, fails to remedy the defect(s) within 48 hours from the of receipt of such notice, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Bank may have against the Supplier under the Contract.
- 14.6 If during operation, the real **Mean Time between Failures (MTBF)** of any piece of online UPS or component thereof does not prove to be within 70% (seventy percent) of the specified MTBF, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Bank.

14.7 Maintenance Service:

- 14.7.1 Free on-site maintenance services shall be provided by the Supplier during the period of warranty. The vendor will enter into AMC agreement with the bank after the expiry of the warranty period of equipments viz UPS Systems, for a period not less than 2 years after the expiry of warranty, at the discretion of the Bank. The rate for Annual Maintenance Contract for the online UPS supplied is to be quoted in the price bid.
- 14.7.2 The maximum response time for a maintenance complaint (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 8 (eight) hours from the receipt of such communication in case the service centre is situated at the same location where the UPS Systems are installed and 1 (one) day in other cases.
- 14.7.3 Vendor shall deploy an engineer to attend the call /complaint within 4 hours of logging the same for the local branches/offices located within the radius of 25 Km of district headquarters and within 24 hours for rest of the branches/offices. The complaints must be resolved within 24 hours for local branches and 48 hours for remote branches including any repairs or replacement, failing which penalty of Rs. 500/- per working day per UPS will be payable by the Vendor. The amount of penalty will be recovered from Bank guarantee or the deposit made by the Supplier, during warranty and/or annual maintenance charges and/or by lodging a claim against the Supplier, as the case may be. In the event of Deposit or Bank Guarantee amount not sufficient to set off the liability of the Supplier under this head the Bank shall be at liberty to proceed against the Supplier for recovery of the balance as may be advised.

15. Payment

- 15.1 Payment shall be made in Indian Rupees, in the following manner:
 - (i) Advance Payment: No advance payment will be made against the order.
 - (ii) On Delivery: Eighty percent (80%) of the order value on installation and commissioning of the online UPS ordered, and Bank's acceptance of the online UPS ordered. Wherever installation could not be carried out by the vendor due to the site not being ready even after 60 days after the last date for delivery mentioned in the purchase order, the payment would be released upon Vendor's submission of a certificate from the location concerned, duly signed (with the office-seal affixed) by the Bank's authorities concerned that site is not ready. In such a case, the Vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. As already stated, for reasons of delays in installation not attributable to the Bank and/or in the absence of vendor submitting the certificate within the stipulated period as mentioned herein, the liquidated damages would be levied as stated above.; and



Balance payment: Balance Twenty percent (20%) will be paid either after the expiry of Warranty of online UPS after 36 months and 36 months for sealed maintenance free battery bank.

(iv) Against submission of Performance Bank Guarantee of a reputed Bank, acceptable to the Bank, for an equivalent amount <u>valid for the period of warranty of three year for online UPS</u> and battery bank + 2 year's AMC for online UPS.

15.2 Payment for annual maintenance charges:

The annual maintenance and repair cost (after warranty period) shall be paid in equal half yearly installments within fifteen (15) days from the date of completion of respective half yearly period, subject to satisfactory services rendered.

Provided that the Bank shall have the option of entering into AMC in respect of all the online UPS or part of the online UPS or completely opt out of the AMC.

Further provided that the Bank may, during the currency of the warranty or AMC, shift the online UPS wholly or in part to other location(s) within the within Bank's area of operation and in such case the Supplier undertakes to continue to warrant or maintain the online UPS at their new location without any other additional cost to the Bank.

- 15.3 (i) For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a Scheduled Indian Bank operating in India, acceptable to the Bank.
 - (ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation of the online UPS at their final destination.

16. Prices

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

17. Change Orders

- 17.1 The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Specifications;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and/or
 - (d) The Services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 7 days from the date of Supplier's receipt of Bank's changed order.

18. Contract Amendments

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

19. Assignment

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



Subcontracts

The Supplier shall notify the Bank in writing of all subcontracts awarded under the Contract, if not

already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for boughtout items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of TCC.

21. Delays in the Supplier's Performance

- 21.1 Delivery of the online UPS and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Bank.
- 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the online UPS and performance of Services, the Supplier shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Suppliers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 21.3 Except as provided in the above clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the online UPS or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.00 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum is reached, the Bank may consider termination of the Contract.

23. Termination for Default

- 23.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (a) If the Supplier fails to deliver any or all of the online UPS and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

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

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

24. <u>Force Majeure</u>

(b)

- 24.1 Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable such as acts of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

25. Termination for Insolvency

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

26. Termination for Convenience

- 26.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The online UPS that are complete and ready for delivery within 7 days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and Services, the Bank may elect to have any portion completed and delivered at the Contract terms and prices.

27. Resolution of Disputes

- 27.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.
- 27.3 The dispute resolution mechanism to be applied shall be as follows:
 - a) In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the contract is above Rs. 1 Crore, the arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Bank and the Supplier.
 - b) Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
 - c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
 - d) Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

Governing Language

The governing language shall be English.

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29. Applicable Law

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

30. Notices

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

Gramin Bank of Aryavart,
Head office,
Administration and services department,
A-2/46, Vijay Khand,
Gomti Nagar,
LUCKNOW,

Supplier's address for notice and all other purposes:	

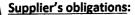
- 30.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.
- 31. Taxes and Duties (Trade Tax to be cleared as per price Schedule)
- Supplier will be entirely responsible for all applicable present and future taxes, duties, levies, charges, license fees, road permits etc. in connection with delivery of online UPS at site including incidental services and commissioning. Payment of Octroi, entry-tax, alone.

Income / Corporate Taxes in India:

- 31.2 The Supplier shall be liable to pay all corporate taxes, income tax, VAT etc that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.
- 31.3 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.
- 31.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

32. Supplier Integrity:

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



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

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

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

The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

34. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the online UPS or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Supplier shall on a mere demand by the Bank reimburse whatever expenses incurred by the Bank in this regard, within a period of 7 days of receipt of demand.

35. Site preparation and installation:

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

36. Online UPS Installation:

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

37. Online UPS Maintenance:

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

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

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

During warranty and later during AMC period, the Supplier will, in addition to attending the service calls as provided above, perform Preventive Maintenance once a quarter on a mutually convenient day.

Training:

For each online UPS installed, the Supplier is required to train the designated Bank's technical and



end-user personnel to enable them to effectively operate the total system. The number of users to be trained and the duration of the training shall be as specified in the Invitation for Quotation or as quoted by the Bank in his Quotation. The venue, arrangements for provision of online UPS and costs for the training shall be as specified in the Invitation for Quotation.

39. Technical Documentation:

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

40. Right to use defective equipment:

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

41 Standards:

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards like ANSI, IEEE, ISO, X/Open etc.

Please note that any quotation which does not provide the above information in the specified formats is likely to be rejected and the Bank will not enter into any correspondence with the vendor in this regard. You are requested to quote only one model against each item.

42 Award Criteria

The Bank will award the Contract to the successful Bidder, out of the Bidders who have responded to Bank's Invitation for Quotation, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be Substantially responsive, and is the lowest evaluated Bid. For evaluation purpose the unit price of both the items (UPS and battery bank) for one Branch / Office as mentioned in Form 3 (cell C5/C6) will be considered. The total cost of individual item including cost of AMC for 2 years (for UPS) will be taken for evaluation of lowest bidder. Please note carefully that payment to the vendor will be made as per Cell C3 of price schedule (Form-3) after approval.

43 Repeat Orders

After a Purchase Contract is awarded to a Supplier, the Bank may, at his discretion, award further Purchase Contracts to the same Supplier for all/some of the goods originally quoted by him at the same/reduced prices up to a period of 6 (six) months from the date of the first Purchase Contract without calling for fresh quotations.

44 Bank's Right to Reject Any or All Bids

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



PROPOSAL FORM (TECHNICAL PROPOSAL) (To be kept in the Technical Proposal Envelope)

Date :
o:
The General Manager Gramin Bank of Aryavart, Head-office, A-2/46 , Vijay Khand Gomti Nagar LUCKNOW
ir, Re: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF 3.0 KVA ONLINE UPS
laving examined the Proposal Documents, the receipt of which 3.00 KVA online UPS is hereby duly cknowledged, we, the undersigned, offer to supply and deliver online 3.00 KVA UPS in conformity with the aid Proposal documents. We undertake, if our Proposal is accepted, to deliver, install and commission the online UPS in accordance with the delivery schedule specified in clause 9.1 of Annexure B.
f our Proposal is accepted, we will obtain the guarantee of a bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.
Ve agree to abide by the Proposal and the rates quoted therein.
Intil a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof nd your notification of award, shall constitute a binding Contract between us. Ve undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will trictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". Ve understand that you are not bound to accept the lowest or any Proposal you may receive.
Pated this day of 20
Signature with rubber stamp)
(In the capacity of)



PROPOSAL FORM (PRICE PROPOSAL) (to be kept in the Price Proposal Envelope)

Date:
То:
The General Manager Gramin Bank of Aryavart, Head-office, A-2/46, Vijay Khand Gomti Nagar LUCKNOW
Sir,
Re: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF 3.0 KVA ONLINE UPS
Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, th undersigned, offer to supply and deliver online UPS, in conformity with the said Proposal documents for the sum of
We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance wit the delivery schedule specified in <u>clause 8.1 of Annexure B</u> .
If our Proposal is accepted, we will obtain the guarantee of a bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank. We agree to abid by the Proposal and the rates quoted therein for the orders awarded by the Bank. Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereous and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we we strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Actives."
We understand that you are not bound to accept the lowest or any Proposal you may receive. Dated this day of
(Cianatura with rubber stamp)



Duly authorized to sign Proposal for and on behalf of

TECHNICAL SPECIFICATION FOR 3.00 KVA ON LINE UPS

S. No.	Parameter	Technical Specification	3.00 KVA	Deviation if any must be mentioned	
1 Output		Power Drawn			
2	Output power factor	Should be minimum 2.4 kv or say 0.8 X 3.00KVA			
3	Model / Make				
4	Technology	True online Double conversion technology /Microprocessor based UPS system with IGBT based Rectifier and inverter.			
5	Generator	Generator Compatibility Required , the frequency range required from 45 Hz to 55 Hz.			
6	Physical	Tower Convertible with Parallel Redundancy Feature			
7	Isolation	True Galvanic external Isolation at Output, Isolation transformer of higher KVA (4.00 KVA or 5.00 KVA) must be Provided.			
8	Input				
	Input Power Factor	>.95%			
	Input Voltage	230 V AC, Single Phase,			
	Range	160 V AC to 300 V AC on full load			
	Input Frequency Range	45 Hz to 55 Hz			
	Input Over Voltage Protection	300 VAC			
	Input Under Voltage protection	130 VAC			
9	Output Power factor / Voltage	>.8 (With p.f. correction) for 2400 watts 220 VAC single phase +1%		-	
	Frequency	50 Hz Hz+ .001%			
	Output Over Voltage Protection	230+ or – 1%			
	Output Under Voltage Protection	227 V AC single phase			
	Over Load Capacity Total Harmonic Distortion	125% of rated load for 1 min Less than 3% on full load			
	Short Circuit Protection	Soft shut down should occur without blowing any fuse			
	Bypass Feature	Automatic Bypass to be provided			
	Transfer Time	0 m sec			
	Crest Factor	3:1			
10	Indicator				
	Over Temperature	Required			
n.	Load on Battery	Required			
104 O7	Battery on Charge	Required	†		
13	Battery Low	Required	†		
<i>t</i>);	Mains On	Required	<u> </u>		
5 / 5	DC On	Required			
/ #	Inverter On	Required	 		

DC On Inverter On

Required

11	Efficiency			
		Overall efficiency > 90%		
		Inverter Efficiency > 95%		
12	LCD Panel/DSP			
	Technology			
	DC Voltage	Required		
	Required			
	DC Current	Required		
	Charge / Discharge	Required		
	Output Voltage	Required		
	Output Current	Required		
	Input Voltage	Required		
13	Battery			
	Battery Type	Sealed Mainntance free Exide Battery (minimum 75 ah battery)	-	
	Batteries Make	Exide		
	Battery	Automatic Weekly Test		
	Management System	•		
	Battery charger	Battery charger of minimum 10 amp		
	Dattery charger	battery charger or minimum to amp		
	DC Bus Ripple < 1%			
	Battery Recharge	time from fully discharge condition		
-		to100% charged condition <08Hrs		
	No. of Battery Rack	One made of good quality steel angle.		
	Minimum VAH		9000	
	Required		VAH	
	Warranty	3 Years for UPS and battery bank.		
14	Audible Alarm for			
	Following			
	Conditions			
	Battery Low	Required		
	Mains Failure	Required		
	Inverter Under	Required		
	Voltage			
	Inverter Over	Required		
	Voltage			
	Over Temperature	Required		
	Inverter Overload	Required		
15	Environmental			
	Conditions		<u> </u>	
	Operating	<45 Deg C		
	Temperature			
	Humidity	10-90 % (non- condensing		
4.6	Noise Level	<50 dB at full Load from 1 mtr		
16	Compatibility	UPS should be generator compatible		
17	Cold Start	UPS should have cold start facility in		
		absence of mains supply	ļ	<u> </u>
18	Certification	ISO 9001, 14001, Additional if any		
19	Testing	To be tested certified by ERTL / EQDC /SAMEER//CPRI/ETDC		June 2
20,	Software	With SNMP	-	

Bankor A Dept. The ad Office *

FORM 3

PRICE SCHEDULE FOR ONLINE UPS OF 3.00 KVA

	1	2	3	4	5	6	
A	Item Description Brand (With Item No. as shown in Technical Specifications)		Unit price of UPS with Warranty For 3 years Maintenance Cost for 2 years (post-warranty)		Total Unit Price (In Figures) inclusive of Warranty and AMC of UPS for total period of 5 years (3+4)	Total Unit Price in Words In Words Rupees.	
	ONLINE UPS 3. 00 KVA		Ris	Rs	Rs		
В	Item Description (With Item No. as shown in Technical Specificatios)	Brand	-	free battery bank with warranty ement) of 36 months	Cost of battery bank with warranty (with replacement) of 36 months. (Same as column B3)	Total Unit Price in Words In Words Rupees.	
	MAINENTANCE FREE BATTERY BANK WITH MINIMUM 9600 VAH OR MORE WITH BATTERY BANK STAND MADE OF STEEL	EXIDE/ AMARON QUANTA	Rs	xxxxxxxxxxxxxxxxxxxxxxxx	Rs		
С	GRÅND TOTAL OF (Å+B)		СЗ	C4	(C5= A5+B5)	(C6=A6+B6)	
			Ris	Rs	Rs		

Notes:

- 1. Unit Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges inclusive. The price so quoted, shall be valid for 180 days from the date of award of Contract. The L1 will be decided by the total cost of UPS and battery bank shown in cell 6C.
- 2. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations) whatsoever, shall be admissible during the Price validity Period.
- 3. Warranty period will be minimum 3 year for UPS and 3 years for battery bank. Post warranty Comprehensive onsite Annual Maintenance Contract (AMC) will be 2 years for online UPS. Cost of AMC will be paid half yearly after completion of each half year (on rendering satisfactory services) on prorate basis but not in advance.
- 4. Vendor will be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place)

Name and Signature of Bidder:

Business Address :