

Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020



**Request for Proposal**

for

**Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA  
UPS**

Date and time of Pre Bid Meeting	<b>04/11/2020 at 03:00 PM</b>
Last Date for receipt of bids	<b>18/11/2020 at 03:00 PM</b>
Date and time of opening Technical bids	<b>18/11/2020 at 04:30 PM</b>

**Indian Bank  
Information Technology Department  
Head Office,  
66, Rajaji Salai,  
Chennai - 600 001**



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**REQUEST FOR PROPOSAL (RFP)**

Indian Bank, a leading Public Sector Bank having its corporate Office in Chennai, invites e-tender for Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA UPS for Corporate Office, Chennai and Head Office, Chennai.

This tendering process shall follow two-part bidding. Bid shall be submitted in two parts, i.e. Technical Bid and Indicative Price Bid followed by an online reverse auction. Lowest Quoted (L1) price will be finalized through online reverse auction process.

**1) SCHEDULE**

1	Tender Reference Number and Date	CO/ITD/1387/R1/2020-21 dated 28.10.2020
2	Last date for seeking clarifications/queries through email @ <a href="mailto:himanshu.singh2@indianbank.co.in">himanshu.singh2@indianbank.co.in</a> <a href="mailto:RAJESH.JADON@indianbank.co.in">RAJESH.JADON@indianbank.co.in</a> <a href="mailto:skkarna55966@indianbank.co.in">skkarna55966@indianbank.co.in</a> <a href="mailto:uthayakumar.palaniyappan@indianbank.co.in">uthayakumar.palaniyappan@indianbank.co.in</a>	<b>03/11/2020 by 5.00 PM</b>
3	Last Date, Time for submission of Bids in Online Mode and documents to be uploaded online by Bidders	<b>18/11/2020 at 3.00 PM</b> a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications as per Part-I. g. Any other information sought by the Bank with relevant to this tender
4	Last Date, Time for submission of Physical Documents and documents to be submitted physically by Bidders (Offline Mode)	<b>18/11/2020 at 3.00 PM</b> Chief Manager (Premises & Expenditure) Indian Bank Corporate Office Premises & Expenditure Department 254-260, Avvai Shanmugam Salai, Royapettah



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	<p>Chennai – 600 014</p> <p>1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.): <b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b></p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 &amp; 2</p>
5 Earnest Money Deposit/Bid Security	<p><b>₹6,00,000/-</b> (Rupees Six Lakhs only)</p> <p>valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of Submission: Offline)</p>
6 RFP Cost	<p>Non-refundable <b>₹10,000/-</b> in the form of DD favouring "Indian Bank". (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.): <b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b></p> <p>(Mode of submission: Offline for DD/Online for e-transfer)</p>



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7	Date of opening of Technical Bids (Online & Offline) & Conformity to Eligibility Criteria	<b>18/11/2020 at 3.30 PM</b> Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
8	Date of opening of Indicative Commercial Bids (Online & Offline) and Online Reverse Auction	Will be intimated after technical evaluation of the bids submitted.
9	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a>

This RFP document can be downloaded from the website: <https://indianbank.in/tenders> & e-procurement portal: <https://www.tenderwizard.com/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and no paper publication will be done. Clarifications, Modifications and Date of Extensions, if any, will be posted in website & e-procurement portal only.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP.

**Note: The tender is not splittable. Only one manufacturer will be awarded with contract**

## 2) ACCESSIBILITY OF TENDER DOCUMENT

Interested bidders may download the tender document for finalizing rate contract for UPS with batteries from the website <https://indianbank.in/tenders> & e-procurement portal <https://www.tenderwizard.com/indianbank>. Please note that your bid is subject to the terms and conditions mentioned in the RFP.

## 3) PRE BID MEETING

- A pre-bid meeting is scheduled to be held at the following address at 15.00 hours IST on **04/11/2020**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,  
Head Office, Information Technology Department  
66, Rajaji Salai  
Chennai – 600 001.**



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In case, if bidders are unable to attend the pre-bid meeting, same will be addressed through Video Conference/Skype/Web-ex on **04/11/2020** only for the bidders who have submitted the queries within the timelines stipulated in RFP (i.e., on or before 03/11/2020).

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e. Rs.10,000/- (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 6 . Bidders have to ensure that cost of bid document i.e. Rs.10,000/- has already been remitted to the account as mentioned in Schedule 6, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

**Indian Bank, Head Office, 66, Rajaji Salai, 2nd Floor, Chennai- 600 001**

Bidders who have not attended the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 6) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.

b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids:

[himanshu.singh2@indianbank.co.in](mailto:himanshu.singh2@indianbank.co.in)  
[RAJESH.JADON@indianbank.co.in](mailto:RAJESH.JADON@indianbank.co.in)  
[skkarna55966@indianbank.co.in](mailto:skkarna55966@indianbank.co.in)  
[uthayakumar.palaniyappan@indianbank.co.in](mailto:uthayakumar.palaniyappan@indianbank.co.in)

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in website - <https://indianbank.in/tenders> & e-procurement portal <https://www.tenderwizard.com/indianbank> and informed vide mail to the bidders who have raised queries.

#### **4) PROCEDURE FOR SUBMISSION OF QUOTATION**

- Bidders should enroll/ register before participating through website - <https://www.tenderwizard.com/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents mentioned in schedule 3 are to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the



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documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 4 of this tender.

- Technical bid contains
  - a. Eligibility Criteria, along with all supporting documents required.
  - b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
  - c. All supporting documents and product literature in support of Technical specifications.
  - d. Relevant brochures
  - f. Compliance to Technical Specifications as per Part-I.
  - g. Any other information sought by the Bank with relevant to this tender
- Indicative price breakup details to be submitted as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction. The indicative price to be quoted should include cost of UPS, accessories duties, levies, freight, insurance, delivery, installation charges and Labour charges, Warranty, AMC etc. and other specifications mentioned in Part- I, but exclusive of GST only.
- Technical bid to be uploaded should be duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection. The indicative price quoted should be unconditional and should not contain any strings attached thereto. E-tenders, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the supplier.
- Documents mentioned under schedule 4 shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFP, due date, name of the Bidder, Quotation reference number etc.

## 5) SIGNING OF TENDER

Signature should be done electronically as per e tender system. In addition, authorized signatory should sign all the pages of the tender and other supporting documents.

Bank has the right to accept or reject any bid submitted through e-tender/cancel the e-tender at its sole discretion without assigning any reason thereof.



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**6) BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:**

- As per the above policy, Bank reserves the rights to procure 20% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the tender, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the tender.
- In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
- Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 20% shall be allotted to such MSEs, if participated in the tender.
- MSEs are also exempted from payment of cost of bid document and submission of bid security.
- To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or upload during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).

**7) BID SECURITY (EARNEST MONEY DEPOSIT) AND COST OF BID DOCUMENT**

- The Bidder should furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of **Rs.6,00,000/- (Rupees Six Lakhs only)** and valid for 135 days from the last date for submission of Bid, as per Annexure-IV, along with Part-I. Bank may seek extension of Bank Guarantee, if required.
- The Cost of Bid Document is **Rs.10,000/- (Rupees Ten thousand only)** (Non-Refundable). The amount has to be paid by way of a Demand Draft (DD) favoring "Indian Bank" payable at Chennai and enclosed along with the technical bid document or through electronic transfer as detailed in schedule 6. The bid



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will be rejected if bid document fee of Rs.10,000/- is not submitted.

- MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per **Annexure -VII** duly signed by company secretary/Director of the concerned enterprise.
  - I. Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful bidder/s, whichever is earlier.
  - II. The bidder will forfeit the Bid Security
    - a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or
    - b) in the case of a Successful Bidder/s, if the Bidder fails to sign the Contract or to furnish Performance Security.

## 8) ELIGIBILITY CRITERIA

The bidder must satisfy the following eligibility criteria and should submit the required proof.

- a) The Bidder should be a public limited/private limited company & manufacturer of UPS and should be in existence in India for the last 5 years as on 31.03.2020.
- b) The Bidder should be having net profit in each of the three financial years (2017-18, 2018-19, 2019-20).
- c) The annual turnover should be Rs.4.50 crores or above in each of the three financial years (2017-18, 2018-19, 2019-20).
- d) The Bidder should have supplied minimum of 5 UPS of own make (80 KVA & above) cumulative in last three financial years (2017-18, 2018-19, 2019-20) to Banks / Financial Institutions / Government Organizations/ Leading Corporates in India.
- e) The bidder should have supplied 3 Phase Input and 3 Phase Output UPS to Banks / Financial Institutions / Government Organizations/ Leading Corporates in India, worth of minimum Rs.1 Crore or above in a single purchase order in any of the the last three financial years (2017-18, 2018-19, 2019-20).
- f) The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.
- g) The Bidder should have Service Centre in Chennai. The Postal Address of the service center along with proof of address should be provided with the bid.

## 9) SCOPE OF CONTRACT

- a. The Bidder shall supply, install, commission and maintain UPS System including provision of all necessary hardware and relevant spares.





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- b. It will be the responsibility of the Bidder to perform all checks on wiring for trouble-free operation of the equipment.
- c. Testing all the nodes along with all the cables connected to the UPS and batteries, isolator and battery interlinks are the scope of the supplier. Bank will provide the Input and Output cables for all the UPS, dedicated earth and the body earth.
- d. Place of Delivery and Installation of UPS Systems with batteries will be informed to the supplier in Purchase Order.

## **10) WARRANTY & AMC**

The unit rate quoted by the bidder should include 3 years Onsite Comprehensive Warranty for UPS and 3 years Onsite Comprehensive Warranty for Batteries from the date of installation and Onsite Comprehensive AMC for UPS for a period of 3 years thereafter.

The supplier must rectify the service call within 24 hours duration from the intimation of the fault. Call should be attended on 24\*7\*365 days basis during warranty and AMC period.

If any critical component of the entire configuration is out of service for more than twenty-four hours, the Supplier shall either immediately replace the defective unit or repair it at their own cost.

## **11) PERFORMANCE GUARANTEE**

- Within 15 days of Purchase order from the Bank, the successful bidder shall furnish performance security equivalent to 5% of the contract amount in the form of a Bank Guarantee, valid for 75 months with further one-month claim period, from the date of bank guarantee, in accordance with the Conditions of Contract **(Annexure VI)**.
- Performance security submitted by the successful Bidder shall be invoked by the Bank as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the contract.

## **12) RIGHT TO ALTER QUANTITIES**

The Bank may at its discretion,

- a) Increase the requirement up to 10% at the time of placing order with vendor and, Or
- b) Decrease the requirement up to 10% at the time of placing order with vendor
- c) Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the



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cumulative repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order.

### **13) EVALUATION**

The Technical bid uploaded, should be complete in all respects and contain all information asked for. The Technical bid should indicate that all products and services asked for are considered. The technical bid should not contain any price details/information, as the Bank will be calling for indicative commercial bid opening before online reverse auction.

The Technical Bids will be opened online and offline as per date, time and venue mentioned under schedule 7 of this tender by a tender opening committee. In the first instance, the technical bids shall be evaluated by the Bank. At the second stage, only the technically qualified bidders will be allowed to participate in the indicative commercial bid opening (The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid) and Online Reverse Auction process to determine the L1 bidder, for which the date and time will be intimated later.

The UPS offered should meet all the technical specifications as stipulated in the quote (Part- I). The bidder should agree all Terms and Conditions. If the Technical bid of the quote uploaded by the bidder is not complying, then they will not be eligible to participate in indicative commercial bid opening and online reverse auction. Technically qualified bidders will be informed about the date and time of the indicative commercial bid opening and online reverse auction process. Business rules for the auction and the details of the agency who shall conduct the reverse auction will be intimated before online reverse auction process. L1 bidder will be identified through Online Reverse Auction process.

The indicative price and online reverse auction price shall be quoted in Indian Rupee only.

### **14) DELIVERY & INSTALLATION**

UPS with Batteries should be delivered within four weeks from the date of Purchase order and installation to be completed within one week from the date of delivery or delivery and installation both should be completed within five weeks from purchase order date.

### **15) LIQUIDATED DAMAGES**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If



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the equipments are not delivered in time, the Bank may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages. For delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of systems to a location.

#### **16) PACKING**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. 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. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

#### **17) TRAINING**

For each component installed, the Supplier is required to train the Bank's designated personnel to enable them to operate effectively. Documentation of installation has to be provided after successful installation.

#### **18) PRE-DISPATCH INSPECTION**

Post acceptance of the L-1 Quote, the Bank, if deemed fit, will inspect every vendor's site. The Bank shall inform the vendor to arrange for Pre-dispatch Inspection to be done by any one of the following agencies and certificate issued by the Agency to be produced at the time of claiming payment.

1. M/s. ETDC
2. M/s. Sameer
3. M/s. Canbank Computer Services
4. NABL accredited Laboratories (The name of the Inspection Agency List should be given along with the Technical Bid).

The Charges towards Pre-dispatch Inspection should be borne by the Vendor.

#### **19) TERMS OF PAYMENT**

(i) **On Delivery:** Eighty (80)% of the Purchase Order price of the delivered goods shall be paid within 15 days on submission of Invoice copy and proof of delivery duly counter signed by the Bank's representative, Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy.



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(ii) **On Installation:** Fifteen (15) % of the Purchase Order price of Goods received shall be paid upon installation/configuration of hardware within 15 days on submission of Installation Certificate duly counter signed by the Bank's representative.

The remaining 5% of the Purchase Order amount will be kept by the Bank as retention money, during the warranty and AMC period for UPS (6 years) and the same will be released after the warranty & AMC period for UPS (6 years) after deduction of penalty if any, as per the "Penalty for downtime" stipulated.

Payment may be released, if the systems could not be installed within 3 months from the date of delivery, due to reasons attributed to Purchaser i.e. (Indian Bank) on production of Site Not Ready Certificate signed by officer of Corporate Office. In such cases, the supplier has to install the systems as and when required by the Bank, free of cost.

If Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy is not submitted, payment will be made only after 3 months from the date of delivery, after deducting the penalty amount as stipulated in clause 21.

AMC payment of the respective years will be released annually in advance on submission of invoice & request letter.

## **20) INSURANCE**

The goods are to be insured by Supplier with Bank's name for an amount equivalent to 110% of the invoice value for Transit. The Supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the UPS System proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the Successful Bidder, then the Successful Bidder should make good the loss to the Bank.

If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of the invoice value will be deducted from the payment for each insurance.

If Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy is not submitted, payment will be made only after 3 months from the date of delivery, after deducting the penalty amount.

## **21) PENALTY FOR DOWNTIME**

The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if no spares are required and next working day, if spares are required. In case of vendor failing above standard, a standby UPS / Batteries should be provided till the UPS is repaired (of equivalent or higher configuration). Public Holidays as declared at the respective centers are excluded for the above downtime calculation. In case vendor fails to meet the above standards of maintenance, there will be a penalty of **Rs.500/- per day**. The penalty for non-compliance of the above mentioned terms will be deducted from the retention money.



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## **22) NEGOTIATION**

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.

## **23) INDEMNITY CLAUSE**

The successful bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses including Bodily injury or Death and damage to real property and tangible property for causes attributable to the Bidder. The Supplier shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.

## **24) PERIOD OF VALIDITY OF BIDS**

Quote shall remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A quote valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

## **25) ACCEPTANCE OF PURCHASE ORDER & SIGNING OF CONTRACT FORM**

Vendor has to submit the acceptance of the rate contract within 7 days from the issue of Purchase order, duly signed by the authorized signatory.

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-V) and return it to the Bank.

## **25) SETTLEMENT OF DISPUTES**

- 1.** If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- 2.** If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 3.** Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.



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

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

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

**4.** Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the purchaser shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

## **27) TERMINATION FOR CONVENIENCE**

The Bank, by 30 days 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



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of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

## **28) TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;  
or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for



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any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **29) JURISDICTION**

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai.

## **30) IT ACT 2000**

The equipments to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

## **31) INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

## **32) LIMITATION OF LIABILITY**

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.

## **33) FORCE MAJEURE**

The Successful bidder 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 reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10





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(Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder 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.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

#### **34) SUB-CONTRACTING**

The successful bidder/s will not subcontract or delegate or permit anyone other than the bidder personnel to perform any of the work, service or other performance required of the bidder under this agreement without the prior written consent of the Bank.

#### **35) CONFIDENTIALITY**

The Bidder/Supplier either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

#### **36) EXIT REQUIREMENTS**

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

#### **37) OTHER TERMS AND CONDITIONS**

1. Bank reserves the right to accept or reject any/all quotation/s at its sole discretion without assigning any reason thereof.
2. The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.



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3. Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc."
4. The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
5. The calling for quote does not confer any right on the bidder for being awarded any Guideline rate order in respect of UPS for Branches / Offices.
6. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
7. This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020.
8. IPv6 compatibility: The equipments should be IPv6 compatible.
9. **Restriction of Bidders from Countries sharing Land Borders with India:**

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods,



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services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.



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Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.



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## **SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

### **1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

### **2. INSTRUCTIONS**

#### **2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.



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9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to 3.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## **2.2. REGISTRATION**

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

**Note:** Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.



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### **Support Desk Contact Details**

M/s. Antares Systems Limited  
#24, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block  
Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100  
Support Email: gunaseelan.m@antaressystems.com

### **2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL**

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

### **2.4. BID RELATED INFORMATION**

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.



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## 2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 6)

**Note:** Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 18/11/2020, 03.00 PM to the address mentioned under schedule 4 of this tender. The envelope shall be super scribed as "**Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA UPS**" and the words 'DO NOT OPEN BEFORE (18/11/2020 at 03.30 PM)'.  
(18/11/2020 at 03.30 PM)'.

## 2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.com/indianbank>), click on System Requirement Manual/ User Manual.

**The following 'Four Key Instructions' for bidders must be assiduously adhered to**

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.





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**PART - I**  
**(Functional and Technical Requirements)**

Date:

The Asst. General Manager  
CO: Information Technology Department  
Indian Bank  
254-260 Avvai Shanmugham Salai  
Chennai 600 014.

**Dear Sir,**

**Sub:** Request for Proposal for Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA UPS for Corporate Office and Head Office, Chennai.

**Ref:** RFP No. CO/ITD/1387/R1/2020-21 dated 28.10.2020.

Referring to your above Request for Quote (RFP), we submit the compliance details of the specifications given below:

**Technical Specification**

**Specification of 100 KVA UPS with Batteries– (30 minutes Backup for each UPS)**

**UPS Make:**  
**Battery Make:**

**UPS Model:**  
**Battery Model:**

S.No.	Description	Specification	Complied (Yes/No)
<b>1</b>	<b>Rating</b>		
1.1	UPS Capacity	100 KVA (Three Phase Input Three Phase Output)	
1.2	UPS Configuration	Parallel upto 8 units	
1.3	Make	Vendor to Specify	
1.4	Model	Vendor to Specify	
<b>2</b>	<b>Technology</b>		
2.1	Type of UPS	Double Conversion Online UPS with inbuilt Isolation Transformer at input side of the UPS	
2.2	Inverter Technology	Advanced 3 level T-NPC topology	
2.3	Inverter components	IGBT (Insulated Gate Bipolar Transistor)	



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S.No.	Description	Specification	Complied (Yes/No)
3	<b>Input</b>		
3.1	Input Voltage	415V AC, Three Phase, 50 Hz, Settable to 380V/400V/415V AC	
3.2	Input Voltage Range	+/-15% at 100% Load and upto -45% @ 65% Load	
3.3	Rectifier Configuration	3 Phase,4 Wire	
3.4	Phase Sequence Correction	Required(Inbuilt)	
3.5	Rectifier Delay Start	Required(Settable from 0-60sec)	
3.6	Progressive Walk-In	Required(Settable from 0-60sec)	
3.7	Input frequency	50 Hz( +/-5%)	
3.8	Input power factor	> 0.99 at Full load	
3.9	Input Harmonic Current	< 3% on full load	
3.10	UPS should work on generator power also	Required	
4	<b>Output</b>		
4.1	Output Power	100 KW	
4.2	Output Power Factor	Unity Power Factor	
4.3	Output Voltage	415 V AC (Settable 380/415V)	
4.4	Voltage Configuration	415 V, 3Phase + Neutral + Ground	
4.5	Output frequency	Synchronized with Input Frequency or $\pm 1\%$ free run.	
4.6	Output Waveform	True Sinewave	
4.7	Load Power Factor compatibility	0.9 lag to Unity within KVA & KW rating	
4.8	Voltage Harmonic	<1% for linear Load & <5% for non linear load.	
4.9	Transient response	$\pm 5\%$ recovery in not more than 1 Cycle	
4.10	Crest Factor	3 : 1	
4.11	Static Voltage Regulation	+/-1%	
4.12	Dynamic Voltage Regulation from 0 to 100% load step	+/-5%	
4.13	Dynamic response time to 100% load step	20ms	
4.14	Duty	Continuous	
4.15	Max. output current	Vendor to specify( in Amp.)	



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S.No.	Description	Specification	Complied (Yes/No)
	loading @ 0.9 PF		
4.17	Efficiency	>92.5%, with transformer	
4.18	Eco Mode Efficiency	99%	
4.19	Isolation Transformer	Inbuilt input isolation transformer	
4.20	Static Switch	Hybrid(Electro Mechanical)	
4.21	Inverter Protection		
4.21.1	Low battery voltage	Required	
4.21.2	Output short circuit	Required	
4.21.3	Output over current	Required	
4.21.4	Output over voltage	Required	
4.21.5	Output under voltage	Required	
4.21.6	Thermal protection	Required	
5	Inverter efficiency (DC to AC)	97 %	
6	Overall efficiency (AC to AC) with Isolation Transformer		
6.1	at 25% load capacity	92%	
6.2	at 50% load capacity	93%	
6.3	at 75% load capacity	93.5%	
6.4	at 100% load capacity	92.5%	
7	Battery Charger		
7.1	Type	IGBT	
7.2	Nominal Voltage Regulation	+/- 1%	
7.3	Ripple (Without Battery)	0%	
7.4	Charging Method	Constant Voltage Constant Current (CVCC)	
7.5	Max. Charging Current	10% of Battery AH	
7.6	Temperature Compensated Charging	Required	
7.7	Automatic	Required	



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S.No.	Description	Specification	Complied (Yes/No)
	Equivalisation Charging		
7.8	Provision to stop battery charging in generator mode	Required	
7.9	Charger Protection	Required	
7.10	DC over current	Required	
7.11	DC over voltage	Required	
7.12	Input over voltage	Required	
7.13	Input under voltage	Required	
7.14	Battery charger rating	Vendor to specify	
7.15	Battery charging duration	Upto 90% on 8 Hours	
8	Battery		
8.1	Provision for Common battery	Required	
8.2	Battery Voltage	12 V	
8.3	Type	Sealed Maintenance Free (SMF) battery with 3 years warranty from OEM. Letter issued by the Battery manufacturer confirming 3 years Warranty should be submitted. (Battery catalogue should be enclosed). The battery supplied must be from original manufacturer of the battery under their own brand. An affidavit shall be provided with address of the manufacturing units owned by the brand. Batteries re-branded/marketed under company names who does not have their own manufacturing facility is not accepted under this proposal. The battery supplied must adhere to the necessary certifications sought in this contract. Necessary proof of the same shall be submitted with the bid.	
8.4	Country of Origin	India	
8.5	Battery capacity (in AH)	Vendor to specify	
8.6	Battery bus voltage-	Vendor to specify	
8.7	End Cell Voltage	1.75V	
8.8	Battery Make	Exide/Quanta	



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S.No.	Description	Specification	Complied (Yes/No)
8.9	Battery Housing	Powder coated MS steel stand & Rack for the Batteries to be provided	
8.10	Battery Rack dimensions	L X W X H (in mm)	
8.11	Rack weight with battery(in Kgs)	Vendor to specify	
8.12	Battery circuit breaker	Required	
8.13	Battery bank isolator (MCCB)	Vendor to specify the Rating and model	
8.14	Power Factor Considered for battery Sizing	0.9	
8.15	Minimum VAH	107500VAH or above for each UPS	
8.16	Battery back up	30 Minutes backup (30 minutes Backup for each UPS)	
9	<b>Static &amp; Manual Bypass</b>		
9.1	Static Bypass Switch	SCR based, Bi-directional , make before break type, fully electronics.	
9.2	Transfer (Inverter to Bypass)	In Sync.Mode - No break in transfer In Async.Mode - < 5mSec	
9.3	Retransfer (Bypass to Inverter)	In Sync.Mode - No break in Retransfer	
9.4	Eco Mode of Operation	Required	
9.5	Transfer time in Eco Mode of Operation	<5ms	
9.6	Protection for Static Switth	Semi Conductor Fuse	
9.7	Manual Bypass	Required	
10	Overload		
10.1	at 110% Load	10Min	
10.2	at 125% Load	10Min	
10.3	at 150% Load	30Sec	
10.4	Short Circuit Current	3.5 times for 100ms	
10.5	Overload testing/Condition	Possible without Battery feature required	
11	<b>Physical &amp;</b>		

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S.No.	Description	Specification	Complied (Yes/No)
	<b>Environment Conditions</b>		
11.1	Acoustic Noise Level	< 65db @ 1 Mtr.	
11.2	Operating Temperature	0-40degC	
11.3	Average Operating temperature for 8hrs	0-40degC	
11.4	Altitude	0-1000m above MSL	
11.5	Enclosure Protection Grade	Class IP 20	
11.6	Cooling	Forced Air	
11.6	Colour	Vendor to Specify	
11.8	Cable Entry	Bottom	
11.9	Weight in Kg.	(Vendor to specify)	
11.10	Dimensions (in mm) (W x D x H)	(Vendor to specify)	
11.11	Thickness of enclosure	CRCA Sheet, Frame 2mm, Front door 2mm, Covers 1.2mm	
11.12	Bottom frame with sufficient load bearing capacity	required.	
11.13	Does not require an air conditioner for UPS	Required	
11.14	LED Glow installed on the front door of the UPS, to give a clear identification on the status of UPS without accessing the main display.	Easy Identification of UPS working Status for 1. Normal Working, 2. Mains Failure or Battery Mode of Operation 3. Critical Alarm and Inverter Tripped. Each condition with different lighting signal required.	
11.15	All of the maintenance from the front of the device should be possible and installation without clearance on the rear side should be possible.	Required	



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S.No.	Description	Specification	Complied (Yes/No)
12	<b>Metering &amp; Display</b>		
12.1	LCD display	Required	
12.2	Input Voltage	Required	
12.3	Input Current	Required	
12.4	Power factor	Required	
12.5	Power (in Kw)	Required	
12.6	Output Voltage	Required	
12.7	Output Current	Required	
12.8	Output Power (in Kw)	Required	
12.9	Load in %	Required	
12.10	Fault type	Required	
12.11	Frequency (Output)	Required	
12.12	Frequency (Input or Bypass)	Required	
12.13	DC Voltage	Required	
12.14	DC Current	Required	
12.15	Comprehensive LED Mimic required with the Single line Power Flow Diagram	Required	
13	<b>Switch gears</b>		
13.1	Input Switch with fuse	Required	
13.2	Bypass Input Switch with fuse	Required	
13.3	Battery Fuse	Required	
13.4	Battery Breaker	Required	
13.5	Manual Bypass Switch	Required	
13.6	Output Switch	Required	
14	Type of I/p termination for UPS	Copper Busbar	
15	<b>Additional features</b>		
15.1	Software for	Required	



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

S.No.	Description	Specification	Complied (Yes/No)
	monitoring through Computer		
15.2	999 Event data logger with date & time	Required.	
15.3	Life Cycle Monitoring of Critical Components	The alarms must be before the UPS can fail.	
15.4	Compatibility with Regenerative Loads	Inbuilt advanced 4 quadrant operation	
15.5	Cable from Battery Bank to Battery Circuit Breaker	Minimum 1Cx1Rx70 Sq mm (+ve/-ve), 5m and anything extra required also shall be in the scope of vendor.	
15.6	Cable from Battery Bank to Battery Circuit Breaker	Minimum 1Cx2Rx35 Sq mm (+ve/-ve), 6m and anything extra required also shall be in the scope of vendor.	
16	<b>Communication</b>		
16.1	Communication Port	USB and RS232	
16.2	Monitoring of Local Area Network	SNMP Card on RJ45	
16.3	Building Management System	Modbus on RS485	
17	<b>Certificates and Standards</b>		
17.1	UPS	ISO9001, ISO14001, ISO45001, Type Test Report for IEC 62040-3 and CE.	
17.2	Battery	ISO9001, ISO14001, OSHAS and JIS8702,	

We certify that the UPS with batteries, we offer for the tender conforms to the specifications stipulated by you with the following deviations (deviations, if any).

List of Deviations:

- 1)
- 2)

(If left blank, it will be construed that there is no deviation from the specifications given above)





**Ref: CO/ITD/1387/R1/2020-21**

**Date: 28.10.2020**

We agree to terms and conditions of this tender.

**For**

Office Seal

**(Authorised Signatory)**

Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

**PART - II**

**Commercial Bid (To be submitted after online reverse auction)**

Date:

The Asst. General Manager  
CO: Information Technology Department  
Indian Bank  
254-260 Avvai Shanmugham Salai  
Chennai 600 014.

**Dear Sir,**

**Sub:** Request for Proposal for Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA UPS for Corporate Office, Chennai and Head Office, Chennai.

**Ref:** CO/ITD/1387/R1/2020-21 dated 28.10.2020.

Referring to your above letter calling for quotations, we submit hereunder confirming the price bid for UPS with batteries, as per the specifications given in Part-I with break up details.

**Price of the UPS with Batteries:**

Description	Unit price of UPS with 3 years Warranty (A)	Price of Battery Set as per RFP (for 30 Mins Backup) with 3 years Warranty (B)	Quantity of UPS (C)	Total Price of UPS and Batteries with 3 Years Warranty $D=(A+B)*C$	AMC for UPS			Total AMC $H=(E+F+G)$	Total Price* $I=(D+H)$
					4 <sup>th</sup> Year (E)	5 <sup>th</sup> year (F)	6 <sup>th</sup> year (G)		
100 KVA UPS with 30 mins backup  Make: Model:			6						

\* Price is inclusive of duties, levies, freight, insurance, delivery, installation charges and Labour charges, 3 years Warranty for UPS and Battery, 3 years AMC for UPS etc, but exclusive of taxes only. TDS if any, will be deducted from the payment.

We submit that we shall abide by the details given above and the conditions given in your RFP.



**Ref: CO/ITD/1387/R1/2020-21**

**Date: 28.10.2020**

Signature of the Vendor  
(Authorized Signatory)

Company Seal  
Date

Name:  
Designation:  
Mobile No:  
e-mail id:  
Company Name:  
Business Address:  
Telephone No:



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

**Annexure-I**

**Bid Form**

(Bidders are required to furnish the Form of Bid)

Date: \_\_\_\_\_

To

Indian Bank  
Corporate Office,  
Information Technology Department  
254-260, Avvai Shanmugam Salai,  
Royapettah,  
Chennai 600 014, India.

**Sub:** Request for Proposal for Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA UPS for Corporate Office, Chennai and Head Office, Chennai.

**Ref:** CO/ITD/1387/R1/2020-21 dated 28.10.2020.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to.....  
..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 5% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

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



**Ref: CO/ITD/1387/R1/2020-21**

**Date: 28.10.2020**

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

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

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated this .....day of ..... 2020

Signature .....

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) .....

.....

Mobile:

Email



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

**Annexure -II**

**SELF DECLARATION – BLACKLISTING**

The Assistant General Manager  
Information Technology Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

Dear Sir,

**Sub:** Request for Proposal for Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA UPS for Corporate Office, Chennai and Head Office, Chennai.

**Ref:** CO/ITD/1387/R1/2020-21 dated 28.10.2020.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

**Name:**



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

**Annexure - III**

**PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE OFFICES AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT**

Date:

**Sub: Certificate of commissioning of equipment**

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

- (a) Purchase order No. \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the equipment \_\_\_\_\_
- (c) Quantity \_\_\_\_\_
- (d) Date of delivery \_\_\_\_\_
- (e) Date of commissioning and proving test \_\_\_\_\_

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

S.No.	Description	Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.

4. The supplier has fulfilled its contractual obligations satisfactorily\* (or) The supplier has failed to fulfill its contractual obligations with regard to the following:

- (a)
- (b)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) They have adhered to the time schedule specified in the Purchase order. in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) They have supervised the commissioning of the equipment in time i.e. within the period specified in the Purchase order. from the date of intimation by the Purchaser in respect of the installation of the system.



**Ref: CO/ITD/1387/R1/2020-21**

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- (c) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.





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Date: 28.10.2020

**Annexure – IV**

**BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") who intends to submit its bid..... for the supply of ..... (name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**NOTE:** 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

**Annexure-V**

**CONTRACT FORM**

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED (No)	UNIT PRICE (RS.)	TOTAL PRICE (RS.)

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**



**Ref: CO/ITD/1387/R1/2020-21**

**Date: 28.10.2020**

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

Signed, Sealed and Delivered by the  
said .....(For Indian Bank)

Signed, Sealed and Delivered by the  
said ..... (For the Supplier)

in the presence of:.....

in the presence of:.....



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

**Annexure-VI**  
**PERFORMANCE GUARANTEE FORM**

Bank Guarantee No.

Date:

To: INDIAN BANK,  
Chennai,  
INDIA:

WHEREAS ..... (Name of supplier) hereinafter called "the supplier") has undertaken, in pursuance of Contract No..... dated,..... to supply.....(Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....

Signature and Seal of Guarantor

.....

Date.....

Address:.....



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

**Annexure – VII  
(Undertaking for MSME Benefits)**

*(To be submitted on the letter head of the bidder)*

Assistant General Manager  
Information Technology Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

**Sub:** Request for Proposal for Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA UPS for Corporate Office, Chennai and Head Office, Chennai.

**Ref:** Your RFP No. RFP No. CO/ITD/1387/R1/2020-21 dated 28.10.2020.

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/ITD/1387/R1/2020-21 dated 28.10.2020 floated for Supply, Installation, Commissioning and Maintenance of 6 Nos. of 100 KVA UPS for Corporate Office, Chennai and Head Office, Chennai. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exception to MSEs from payment of EMD/Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s \_\_\_\_\_  
Signature  
Name:  
Designation: Director/Company Secretary  
Place:  
Date:  
Seal & Stamp



Ref: CO/ITD/1387/R1/2020-21

Date: 28.10.2020

**CHECKLIST**

S. No	Criteria	Documents to be submitted as proof
1	The Bidder should be a public limited/private limited company & manufacturer of UPS and should be in existence in India for the last 5 years as on 31.03.2020.	Copy of Certificate of Incorporation
2	The Bidder should be having net profit in each of the three financial years (2017-18, 2018-19, 2019-20).	Copy of Audited Balance Sheet.
3	The annual turnover should be Rs.4.50 crores or above in each of the three financial years (2017-18, 2018-19, 2019-20).	
4	The Bidder should have supplied minimum of 5 UPS of own make (80 KVA & above) cumulative in last three financial years (2017-18, 2018-19, 2019-20) to Banks / Financial Institutions / Government Organizations/ Leading Corporates in India.	
5	The bidder should have supplied 3 Phase Input and 3 Phase Output UPS to Banks / Financial Institutions / Government Organizations/ Leading Corporates in India, worth of minimum Rs.1 Crore or above in a single purchase order in any of the last three financial years (2017-18, 2018-19, 2019-20).	Copy of Purchase Orders and satisfactory letters issued by the organizations.
6	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self-Declaration as per the format given in Annexure-II should be attached.
7	The Bidder should have Service Centre in Chennai. The Postal Address of the service center along with proof of address should be provided with the bid.	Copy of latest telephone bill / electricity bill / rental agreement etc. as proof of address.
	The Bidder should submit Declaration that the service will be provided within 24 hours.	Self-Declaration that the service will be provided within 24 hours.
8	Pre-Dispatch Inspection	Certificate issued by the Agency.
9	Technical Compliance	Compliance to be given as per PART- I and brochure to be attached.
		Letter issued by the Battery manufacturer confirming 3 years Warranty should be submitted. (Battery catalogue should be enclosed).



**Ref: CO/ITD/1387/R1/2020-21**

**Date: 28.10.2020**

10	Bid Form	Bidders have to submit Bid Form as per Annexure-I.
11	Bid Security Form (Bank Guarantee Only)	Bid Security of Rs.6,00,000/- as per Annexure-IV.
12	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
13	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder

