

Request for Proposal (RFP)
For
Selection of Vendor for Supply, Installation &
Commissioning of UPS Systems



Bank of Baroda,
Plot No. 202, Ganga Jamuna Complex,
M.P Nagar, Zone -I, Bhopal 462011

RFP Reference No. ZO/MP&CG/IT/RFP/2018-19/24

Date: 30/05/2018



[A] Important Dates

1.	Issuance of RFP Document by Bank from	30/05/2018
2.	Last Date of Submission of Response by the Bidder	20/06/2018 by 03.00 P.M
3	Pre-Bid Meeting	04/06/2018 at 03.00 PM in our office i.e. Bank of Baroda, Zonal Office, Ganga Jamuna Complex, M.P Nagar, Zone – I, Bhopal – 462011
4	Opening of Technical Bid	20/06/2018 03.30 PM in our office

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- 1. Bank, BOB means "Bank of Baroda".**
- 2. RFP means this "RFP document"**
- 3. Recipient, Respondent and Bidder means "Respondent to the RFP document".**
- 4. OEMs means "Original Equipment Manufacturers"**
- 5. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. in the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



Confidentiality
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Section – I

1. Bank of Baroda

Bank of Baroda is one of the largest public sector banks in India with a branch network of over 5190+branches in India and 104 branches/offices overseas including branches of our subsidiaries, distributed in 24 countries. In our Zone, presently 280+ branches are operating excluding other offices like Zonal Office, 04 Regional Offices, Baroda Academy etc. New branches to be opened in FY 2018-19 are to be shortly finalized.

2. Introduction and Disclaimer

This Request for Proposal document (“**RFP document**” or “**RFP**”) has been prepared solely for the purpose of enabling Bank of Baroda (“**Bank**”) to select a vendor for supply installation and commissioning of UPS systems at our Administrative Office in India.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

3. Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

4. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the **Recipient**” or “the **Respondent**”) i.e. Government Organization, PSU, limited Company or a partnership firm and no other person or organization.

5. Confidentiality

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The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

6. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("**Losses**") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the **Losses** arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

7. Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

8. Evaluation of Offers

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

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

9. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.



10. Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

Section - II

1. Existing Setup

Bank of Baroda Bank of Baroda, Madhya Pradesh & Chhattisgarh, presently 280+ branches are operating excluding other offices like Zonal Office, 04 Regional Offices, Baroda Academy etc. New branches to be opened in FY 2018-19 are to be shortly finalized.

Requirements

Bank of Baroda desires to select a vendor for supply installation and commissioning of UPS system.

Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned under Section -IV and also in a position to comply the technical specification of UPS System as mentioned in Annexure – F.

Apart from the above the bidder must also agree to all our terms & conditions mentioned under **Section – V** unconditionally.



Section - III

1. Project & Objective:

Bank of Baroda desires to select a vendor for supply, installation and commissioning of UPS system.

2. Scope of work & delivery of service

Bank will award the contract to the Bidder for a period of one year i.e. financial year 2018-2019 (up to 30.06.2019) and the Bidder should deliver the service with the following scope

1. Bidder should be capable of providing all the equipments that are specified under the Technical Specifications Annexure-F.
2. Vendor needs to have a co-ordination with the existing vendor for integrating with present system for the Branches/Office to function smoothly.
3. Bank desire to procure UPS system for the Branches located in the state of Madhya Pradesh & Chhattisgarh and accordingly vendor should have service centre at **Bhopal, Indore, Ratlam, Raipur, Bilaspur, Ujjain, Jabalpur, Gwalior, Satna, Sagar, Dewas etc. and adjoining areas.**



Section - IV

Eligibility Criteria:

Eligibility Criteria for Selection of vendor for supply, installation and commissioning of UPS systems

<u>S.N</u>	<u>Eligibility Criteria</u>	<u>Complied</u> <u>Yes or No</u>	<u>Supporting documents</u>
A	GENERAL		
1	The bidder should be either a government Organization/PSU/PSE/Partnership firm or a limited company under Indian laws or/ and an autonomous Institution approved by GOI/RBI promoted and should have been in existence for a period of at least 3 years as on date of RFP		Copy of Certificate of Incorporation should be submitted. Partnership firm- Certified copy of partnership deed. Limited Company- Certified copy of certificate of incorporation and certificate of commencement of business, Reference of Act/Notification. For other eligible entities- Applicable document.
2	The Bidder should be original Equipment manufacturer (OEM) or their authorized dealer/ distributor in India.		Documentary proof
3	The bidder: <ul style="list-style-type: none">• In case participating as an OEM directly then the bidder should be an ISO 9001:2008/2015 and ISO 14001:2004/2015 certified company with valid certificate.• In case of participating as a partner then the bidder should be an ISO 9001:2008/2015 or 14001:2004/2015 certified company with valid certificate		Copy of certificate to be submitted
4	The bidder should submit a self declaration that they have not been debarred by any government/statutory/regulatory/bank s/insurance Companies/Financial Institutions at the time of submission of Bid		The bidder in their company's letter head shall provide undertaking to this effect.
5	If OEM is bidding directly, they cannot submit another bid with any SI.		Letter of confirmation from OEM in a case if OEM bids directly.

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6	In case of participating as a partner then the bidder must provide a letter of Authorization from the OEM for submitting the offer on behalf of the OEM.		Letter of Authorization from OEM
7	In case the bid is submitted by a partner then a letter from OEM needs to be provided regarding the unconditional acceptance of terms and condition related to support for their products during warranty and subsequent AMC period if partner fails to do so		Unconditional acceptance letter from OEM is mandatory.
8	The bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process		Letter of confirmation from the bidder
B	Financial		
1	The bidder has registered a turnover of at least Rs. 10 Crores in each year for the last three financial Year i.e. 2015-16, 2016-17 2017-18, (not inclusive of the turnover of associate companies) as per the audited accounts.		Copy of audited Balance Sheet and Profit and Loss account should be submitted
2	The bidder has registered net profit (after Tax in each year for the last(3) financial year(not inclusive of associate companies as per audited accounts		Copy of audited Balance Sheet and Profit and Loss account should be submitted
C	Technical		
1	The UPS system quoted should be certified by ERTL/ETDC or any other organization which provides similar certificate.		A test certificate to be submitted from the relevant certified agency.
2	Bids should be for latest models and should not include models, which are marked to be withdrawn (End of Life) during the next 12 months and end of support for nest 60 months.		The OEM in their company's letter head shall provide undertaking to this effect
3	The bidder should submit a certificate from OEM from availability of spares for at least 5 years for the UPS System quoted		The OEM in their company's letter head shall provide undertaking to this effect
D	Experience & Support Infrastructure		



1	<p>The bidder: ->In case participating as an OEM directly then the bidder should be in Core Business of Manufacture, Supply, Install and Commissioning of UPS System, at least for a period of last three years (As on RFP date). ->in case of participating as a partner then the bidder should be in business of Supply, Installed and Commissioning of UPS System, at least for a period of last three Years (As on RFP date)</p>		Documentary Proof
2	<p>The Bidder should have supplied & supported not less than 500 UPS systems of similar configuration in each year for the past 3 years to various branches/offices of commercial banks/ Financial Institutions/Govt. Organizations in India having a large branch network geographically spread across the country.</p>		Copy of purchase order along with a self certified letter with details of institutions (like name of the Bank/Financial institutions/ organization, contact person, telephone number) and the locations where the UPS System are supplied and supported. A certificate of completion of the projects from the references.
3	<p>The bidder should have directed support office at Bhopal, Indore, Ratlam, Raipur, Bilaspur, Ujjain, Jabalpur, Gwalior, Satna, Sagar, Dewas etc.</p>		Detailed address of Support office with Contact No, Engineer Name
4	<p>The bidder should comply to the following:</p> <ul style="list-style-type: none">• No generic call centre or telephonic support or Franchisee support is acceptable.• The Bidder should have technically qualified engineers who have expertise and certification to support the installations of UPS System.• While a call centre is acceptable for logging support requirements, support must be provided on site by a qualified engineer as stated above.• Banking is 24 hours service oriented sector and hereby any technical problem should be resolved by next business day from the date of lodge of complaint. If problem is not resolved by next business day, the bidder should provide the		<p>Self certified letter in compliance.</p> <p>To provide the logistics of spares available in warehouses and policy of</p>

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	<p>Stand by UPS System.</p> <ul style="list-style-type: none">• The bidder should stock adequate spares of all items supplied.• The Engineers at the support offices should be provided with a cell and the support/branch offices should have telephonic/fax with local email facility.		<p>stocking the spares. Details to be provided along with the support/branch offices as asked for ()</p>
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Please note that all the documents requested should be arrange in the same order as mentioned in the Checklist.

Please note that any response which does not provide any / all of the above information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

For any further clarifications you may contact the following officers:

Name: Promit Bhagat/ Sukhpal Singh
Phone No: 0755-4049016/ 4049060
Email: it.mpz@bankofbaroda.com



Section - V

**TERMS & CONDITIONS FOR THE SELECTION OF VENDOR FOR SUPPLY,
INSTALLATION AND COMMISSIONING OF UPS SYSTEMS**

GENERAL TERMS

The terms and conditions presented are indicative in nature and not exhaustive. Bidders should note that these conditions and the responses are expected to form the basis of the contract between Bank of Baroda (Bank of Baroda) and the Bidder.

1. Information Provided

The TENDER document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank of Baroda in relation to the provision of services. Neither Bank of Baroda nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this TENDER document. Neither Bank of Baroda nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the TENDER document.

2. For Respondent Only

The TENDER document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization

3. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank of Baroda, will be borne entirely and exclusively by the Recipient / Respondent.

4. Errors and Omissions:

Each Recipient should notify Bank of Baroda of any error, omission, or discrepancy found in this tender document or seek any clarification on the TENDER document or part thereof not later than five business days prior to the last date for submission of bids.

5. Standards:

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

6. Language of Tender

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



7. Formats of Bids:

The bidders should use the formats prescribed by the Bank in the TENDER for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

8. Timeframe

The following is an indicative timeframe for the overall selection process. Bank of Baroda reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

Tender Issuance Date	30/05/2018
Pre-Bid Meeting	04/06/2018 at 03.00 P.M.
Last Date for submission of bids	20/06/2018 at 03.00 P.M.
Technical Bid Opening	20/06/2018 at 03.30 P.M.

Submission of Tender:

The Tender documents should be submitted in duplicate i.e. in **Two Sets** (Set 1 Marked as – **Original Set** and Set 2 Marked as – **Duplicate Set**)

Each Set should contain one copy of Technical Bid and one copy of Commercial Bid (to be kept in **separate** sealed envelopes) super scribing as under:

“Technical proposal for the selection of Vendor for supply, installation and commissioning of UPS systems”

“Commercial proposal for the selection of Vendor for supply, installation and commissioning of UPS systems”

Copy of masked commercial bid should be enclosed with technical bid.

Only one model, which meets the specification, needs to be quoted in the tender. If it is found that the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the whole tender submitted by the bidder is liable to be rejected.

Only one submission of response to tender by each bidder will be permitted

Format for Technical specification of UPS Systems are enclosed as **Annexure -F**

Mere response to the tender will not entitle nor confer any right on the Bidders for The bidders shall submit the proposals properly filed so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as **“Page _____ (current page) of _____ (Total pages)”** and be signed by authorized signatory (except literatures, datasheets and brochures). The current page number should be a unique running serial number across the entire proposal.



In case of delay or non-delivery of tenders, Bank will not assume any responsibility.
Supply/sale to the bank

9. Compliance to bank's all terms and conditions:

Bidder has to submit a letter of undertaking along with the Tender that they will abide by all the terms and conditions stated in our Tender

The OEM / Principal, UPS Vendor will have the responsibility of the equipment's supplied through the partner and should take the responsibility in case of any sales / service support issue arises at any point of time for which Separate under taking is to be obtained from the OEM of UPS and enclosed with technical tender document

The Bidder should be in a position to supply the UPS system as per the requirement of Bank of Baroda in **Madhya Pradesh & Chhattisgarh.**

The Bank will have the right to decide on the hardware configuration and the quantity thereof to be ordered.

The UPS systems to be provided should be field- upgradeable.

10. Late Tender submission policy:

Bidders are to provide detailed evidence to substantiate the reasons for a late Tender submission.

Tenders lodged after the deadline for lodgment of Tenders may be registered by Bank of Baroda and may be considered and evaluated by the evaluation team at the absolute discretion of Bank of Baroda. It should be clearly noted that Bank of Baroda has no obligation to accept or act on any reason for a late submitted response to tender.

Bank of Baroda has no liability to any person who lodges a late Tender for any reason whatsoever, including tenders taken to be late only because of another condition of responding.

11. Validity of Tender:

The Tender will remain valid and open for evaluation according to the terms for a period of at least Three (3) months from the date the tender submission date closes.

12. Request for Information:

Recipients are required to direct all communications related to this tender, including notification of late tender submission, through the Nominated Point of Contact person i.e. The General Manager, M.P & CG Zone.

All questions relating to the tender, technical or otherwise must be in writing only to the Nominated Point of Contact.

Bank of Baroda will not answer any communication initiated by Bidder later than five business days prior to the due date for lodgment of tender. However, Bank of Baroda may in its absolute discretion seek, but under no obligation to seek, additional information or



material from any Bidder after the tender closes and all such information and material provided must be taken to form part of that tender.

Bidder should invariably provide details of their email address (es) as responses to queries will only be provided to the Bidder via e-mail.

If bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then bank reserves the right to communicate such response to all Bidders participating the tender.

Bank of Baroda may in its absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the tender closes to improve or clarify any response.

13. Evaluation of Tender

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria as given under **Section - IV**. The Technical Proposal will be evaluated for technical suitability.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The Bank's reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof.

The bank's decision will be final & bank will not entertain any correspondence in this regard.

14. Validity of Rate Contract:

The Rate Contract with selected vendor will be valid up to a period of financial year 2018-2019 (up to 30.06.2019) as an approved vendor for supply, installation and commissioning of UPS Systems to the Bank.

15. Notification

Bank of Baroda will notify the Respondents as soon as practicable about the outcome of the TENDER evaluation process, including whether the Respondent's TENDER response has been accepted or rejected. Bank of Baroda is not obliged to provide any reasons for any such acceptance or rejection.

16. Authorized signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected Bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign

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agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

17. Bank of Baroda reserves the right to:

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of the tender
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder(s) /others, in any form.
- Cancel the tender at any stage, without assigning any reason whatsoever

18. Cancellation of contract and compensation:

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances. The Bank would provide 30 days notice to rectify any breach/ unsatisfactory progress:

- I. The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- II. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- III. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- IV. If the delivery of ups & batteries delayed by more than two weeks from the due date of delivery / If deductions on account of liquidated Damages exceeds more than 5% of the total contract value.
- V. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions
- VI. An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

19. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank of Baroda until execution of a contractual agreement.

20. Disqualification:

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

21. Force Majeure:

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives



prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

22. Arbitration:

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bank and Bidder will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

23. Indemnity:

The Bidder shall indemnify, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder and the Bidder also indemnifies the Bank for the same in respect of the hardware supplied by him by executing an instrument to the effect on a Non-Judicial stamp paper that Bank may sustain on account of violation of patent, trademarks etc. by the Bidders.

24. Confidentiality:

The Bidder shall keep confidential any information obtained under the contract and shall not divulge the same to any other person without consent in writing by Bank of Baroda. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by Bank of Baroda. Further, Bank of Baroda shall have right to regulate Bidder staff.

25. Publicity:

The Bidder shall not advertise or publicly announce that he is undertaking work for Bank of Baroda without written consent of Bank of Baroda. In case of non-compliance of this clause the Bidder will be debarred for participating any future tender / contract for a period of three years.

26. Variation:

Bank of Baroda may at any time during the contract require the Bidder to revise the Equipment, Services or Supplies including Completion Date. In an event of such nature, Bank of Baroda will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request.



27. Applicable Law and Jurisdiction of Court:

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at **Bhopal** (with the exclusion of all other Courts).

28. Disclaimer:

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank of Baroda and its directors, officers, employees, contractors, agents, and advisers disclaim all liability from any loss claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any presumptions/ information (whether oral or written and whether express or implied information, including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the losses or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank of Baroda or any of its directors, officers, employees, contractors, agents, or advisers.

29. Addendum/Corrigendum:

Any addendum shall be issued on the Bank's website only and the bidder has to refer the same before final submission of the tender.

Commercial Terms & Conditions

1. Earnest Money Deposit (EMD):

Earnest Money Deposit of Rs. 5,00,000/- (Rupees One lakh only) has to be submitted by way of Demand Draft / Banker's Cheque / Pay Order drawn in favour of "Bank of Baroda" payable at Bhopal. Earnest Money Deposit will not carry any interest. The Earnest Money Deposit of unsuccessful bidders will be refunded while intimating the rejection of the bid. The Earnest Money Deposit of the successful bidder will be refunded one month after successful installation and commissioning of last such purchase order or one month after the **30.06.2018**, whichever is later. Earnest Money Deposit should be kept in a separate sealed envelope and to be delivered along with the TENDER responses.

Or

The Company having **NSIC** certificate may be exempted from the EMD deposit.

The Earnest Money Deposit will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank
- The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this TENDER.
- The bidder violates any of the provisions of the terms and conditions of this TENDER specification

Earnest Money Deposit will be refunded for the unsuccessful bidders within two weeks from the date of issue Letter or Indent (LOI) to the successful bidder.

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2. Submission of commercial quotes:

Commercial quote should be submitted as per format of **Annexure- C** on sealed envelope

Price should be exclusive of all taxes,

Evaluation of Commercial quotes:

L1 (Lowest Bidder) will be arrived on the basis of - 5 – (Five) Years TCO(Total Contact Order) (i.e. Price of 3 Years Warranty + 2 Years AMC Rate).

3. Place of Order:

Our Zonal office will place the orders for the respective Branch/Office and delivery will be at the same address (Branch/ Office) in Madhya Pradesh and Chhattisgarh State. Bidder shall make necessary arrangements for processing the purchase orders, **including Road Permit if any & etc.**

4. Transportation and Insurance:

All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Bidder till the acceptance of the UPS System by Bank. The Bidders should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

5. Pre-shipment Inspections:

Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may have to visit the factory site at the Bank's cost.

6. Delivery:

UPS System should be delivered, installed and commissioned **within 2-3 weeks** from the date of purchase order. In case of some urgent requirement of the Zones, the same may be delivered urgently.

Bidder will have to pay liquidated damages (LD) to Bank of Baroda @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery ***beyond due date of delivery***, to a maximum of 5%. ***If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.***

If LD exceeds the maximum of 5%, Bank may de-list the Bidder from participating any of our banks tender in future for a period of two years.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the hardware at the site(s). Sealed packs will be opened in the presence of Bank of Baroda officials

Any component has not been delivered or if delivered is not operational, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations

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under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.

7. Installation:

Installation at our office, including unpacking of cartons/ boxes, will be the responsibility of the Bidder. Bidder will have to install the system and hand it over to Bank for acceptance testing within two working days of the Bank from the date of receipt of the system at our office.

Bidder will have to pay liquidated damages to Bank @ 1% of the contract value per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to the Bidder.

Bank reserves the right to shift part or the entire Hardware order setup to new location/s and warranty / AMC will continue to be in force at the new location. However the cost of shifting delivery, installation and commissioning will be borne by the bank.

8. Documentation:

Bidder will have to supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English only.

9. Training:

The Bidder shall provide training to officials of Bank of Baroda. The training should cover hands-on training up to a comfort level of user. Training will have to be provided at Bank's premises or external sites acceptable to Bank, at Bidder's cost.

10.Uptime Guarantee:

Bidder will have to guarantee a minimum uptime of 99%, calculated on a monthly basis.

Uptime percentage will be calculated as (100% less Downtime Percentage). Downtime percentage will be calculated as Unavailable Time divided by Total Available Time, calculated on a monthly basis. Total Available Time is two shifts a day for seven days a week. Unavailable Time is the time involved while any part of the core configuration or system hardware component is inoperative or operates inconsistently or erratically.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay 1% of cost of the hardware as damages OR the warranty period will have to be extended by one month. The Bidder should immediately provide Bank of Baroda with an equivalent standby system in case of failures.

11.Warranty:

Bidder will have to provide a post-installation warranty as per the terms mentioned below:

UPS Systems: -

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*Onsite Comprehensive Warranty for **36 Months** from the date of installation or 37 months from the date of the delivery whichever is earlier.*

Bidder will have to update the system, if required, during warranty period at no cost to Bank. The service support during warranty period includes for UPS System.

Batteries:

*Onsite Comprehensive Warranty for **24 Months** from the date of installation or 25 months from the date of the delivery whichever is earlier.*

In event of any equipment is replaced or any defect in respect of any equipment is corrected during the warranty period, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the equipment which is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

In case of significant failures of specific component the entire system has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises.

12. Single point of contact for Support:

Bidder has to provide details of single point of contact viz. designation, address, email address, telephone /mobile No. for UPS supplied to the bank. Escalation matrix for support should also be provided with full details as per **annexure E**.

The Bidder should have local **service support office in Bhopal, Indore, Ratlam, Raipur, Bilaspur, Ujjain, Jabalpur, Gwalior, Satna, Sagar, Dewas etc.** The Bidders who are not having the service support centre at Raipur, Bhopal and Indore will not be considered, since the requirement of the UPS System is for Madhya Pradesh and Chhattisgarh.

13. Payment Terms: - Payment terms will be as follows:

- 70% of the total cost on delivery, installation & successful commissioning of UPS systems plus 100% of Octroi /entry tax as per actual on production of original receipt.
- 20% of total cost after one month of successful installation and satisfactory functioning.
- **SNR Case-** whenever installation could not be carried out by the successful bidder due to the Bank's dependencies like site not ready etc. even after 60 days beyond the date of delivery then the payment would be release, upon the successful bidder submission of the certificate from location concerned duly signed (with Bank's seal affixed) by the bank authority concerned on the bank's dependencies like site not ready etc. however, in such case the successful bidder has to give an undertaking to complete installation within a week of being informed that the site is ready.



- Balance amount of 10% will be released after one month on completion of warranty period or against a **Performance Bank Guarantee** of scheduled commercial bank preferably public sector bank, other than Bank of Baroda, for three years and one month (i.e. one month beyond the warranty period).

The Bank will pay invoices within a period of 15 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

14. Annual Maintenance Contract (AMC) after expiry of warranty period:

The Bidder will enter in to an AMC agreement with the bank at the discretion of the Bank, after the expiry of warranty period to support the UPS Systems supplied for a minimum period of – 2- (two) years at the rate quoted in “Commercial Proposal”.

The payment for the AMC will be divided into four equal installments for the year and paid quarterly in advance.

AMC will be paid on the original cost UPS system excluding cost of SMF Batteries. Vendor should provide detailed bifurcation of cost of UPS and SMF batteries.

The payment for AMC will be divided into four equal installments for the year and paid quarterly in advance.

16. Splitting Of Order

The Bank reserves its right for splitting scope of work between two bidders. The splitting of the order will be in **60:40 ratios**, provided the L2 bidder agrees to match the rates quoted by L1 and agrees for all the terms and conditions. In case L2 is not willing to match L1 rates, Bank will call L3, L4 bidders etc., in that order to step into the shoes of L2 bidder. In the event of L3, L4 etc., service provider not matching the L1 rates the entire quantity will be awarded to L1.

17. Maintenance:

Bidder shall carry out preventive maintenance at least once in quarter in consultation with the banks team during the warranty period as well as the subsequent AMC period. Preventive Maintenance will include replacement of worn-out parts, checking diagnostic etc.

Bidder will have to maintain UPS after the warranty period, for a minimum period of 2 years.

In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected.

The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty/AMC period at their office in **Bhopal, Indore, Ratlam, Raipur, Bilaspur, Ujjain, Jabalpur, Gwalior, Satna, Satna.**



ANNEXURE- A

Following documents are to be enclosed, in the same order, while submitting Technical Bid in response to the RFP

Sr. No.	Particulars (Ensure whether the following have been enclosed)	Yes	No	Page No. of your Response
1	Self Certified letter of unconditional acceptance of all Terms & Conditions			
2	If submitting technical bid as a partner - letter of authorization from the OEM.			
3	If submitting technical bid as a partner - letter from OEM regarding the unconditional acceptance of terms and condition as regards to support for their products during warranty and subsequent AMC period if Partner fails to do so			
4	Copies of valid ISO 9001 & 14001 certifications for the products for which the technical bid submitted			
5	Documentary proof relates to being in UPS business atleast for a period of last 3 years.			
6	Self certified letter that branches/offices to log calls for support only with direct support offices.			
7	Documentary evidence of satisfactory completion of Project. (With detail like name of institutions, contact person, Telephone No) and the locations where the similar configurations of UPS are installed, supplied and supported.			
8	Self certified letter along with details of branches/offices, which has a facility for billing respective locations			
9	Self certified letter certifying - having technically qualified engineers at all locations, who has expertise to install and support.			
10	Self certified letter that any technical problem would be resolved within 24 hrs. Of call reported (including time for procuring spare parts)			
11	Self certified letter to be submitted for meeting the delivery schedule and accepting the LD clause along with the copy of the respective OEM's confirming to adhere the delivery schedules.			
12	Audited copies of the financial statements of last 3 years. i.e for 2012-13, 2013-2014, 2014-2015, 2015-16 & 2016-17(Unaudited & CA certified)*			
13	*Self certified copies of financial statements for the financial year ended 31-03-2016, if yet to be audited			
14	Audited copies of the financial statements of last 3 years i.e for 2014-15, 2015-16, 2016-17 & 2017-18 (Unaudited & CA certified)*, of the principal (OEM) whose Systems / Products are quoted.			
15	*Self certified financial statements of the principal (OEM) whose Systems/ Products are quoted, for the financial year ended 31-03-2016, if yet to be audited.			
16	Details of Technical Specifications Annexure-F			
18	Escalation Matrix (Annexure E)			



ANNEXURE- B

Particulars to be provided by the bidder with technical proposal –

No	Particulars	Details to be furnished by the bidder	Page No. of your Response to indicated
1	Name of the bidder		
2	Year of establishment and constitution. Certified copy of "Partnership Deed" or "Certificate of Incorporation/commencement of business", Memorandum of Association, Articles of Association should be submitted as the case may be.		
3	Location of Registered office /Corporate office and address		
4	Mailing address of the bidder		
5	Names and designations of the persons authorized to make commitments to the Bank.		
6	Telephone and fax numbers of contact persons		
7	E-mail addresses of contact persons		
8	Details of: Description of business and business background Service Profile & client profile Domestic & Int'l presence Alliance and joint ventures		
9	Whether the bidder is in to UPS manufacturing / Supplier business, if yes then mention the period (evidence to be enclosed). Whether the consulting process conforms to ISO standards and if so, furnish details of compliance.		
10	Gross annual revenue of the bidder (not of the group) Year 2014-2015 Year 2015-2016 Year 2016-2017 Year 2017-2018(Unaudited & CA certified)* (Copy of audited financial statements for above years to be submitted) *If yet to be audited	Figures to be indicated From the Financial Statements	



No	Particulars	Details to be furnished by the bidder	Page No. of your Response to indicated
11	Net Profit of the bidder (not of the group) Year 2014-2015 Year 2015-2016 Year 2016-2017 Year 2017-2018(Unaudited & CA certified)* (Copy of audited financial statements for above years to be submitted) * If yet to be audited	Figures to be indicated From the Financial Statements	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date :

Seal & Signature of the bidder

ANNEXURE -C

Commercial Bid Format

Sr. No.	HW Particulars	Make & Model	Qty (A)	Unit Cost of equipment in Rs. (UPS cost – with 3 Yrs onsite comprehensive Wty. & Battery cost with 2 Yrs onsite comprehensive Wty) (B)	Total Amount in Rs. (A x B) (C)	AMC amount for 2 Yrs (excl. Batteries) (D)	Total Cost of Ownership for -5- Years (UPS cost with 3 Yrs Wty + Batteries cost with 2 Yrs Wty + 2 Years AMC charges for UPS) (E)
1	5 KVA UPS with 4 Hrs Backup		60				=(C1+D1+D1A)
	Battery Rating - (Minimum VAH - 24000) (Vendor should mention the battery rating & Qty)					-NA-	
2	7.5 KVA UPS with 4 Hrs Backup		25				=(C2+D2+D2A)
	Battery Rating (Minimum VAH - 36000) (Vendor should mention the battery rating & Qty)					-NA-	

Terms & Conditions:

- All the commercial value should be quoted in Indian Rupees.
- The amount quoted is exclusive of all taxes.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- Quantity mentioned in the Annexure-c(may be minimize/ maximize) in subject to change as per requirement of the Bank

Place:

Date:

Seal & Signature of the bidder

ANNEXURE –D

Compliance Certificate
(On companies letter Head)

To

Date:

**General Manager,
Bank of Baroda,
Zonal office,
(MP&CG Zone)
Bhopal**

Dear Sir,

Ref: -

1. Having examined the Request for Proposal (RFP) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the end to end services in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid.
2. If our Bid is accepted, we undertake to deliver the equipment within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of RFP to the BANK (RFP closing date).
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred/black-listed by any regulatory / statutory authority and we have the required approval to be appointed as a service provider to provide the services to Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

Place:

Date:



ANNEXURE -E

ESCALATION MATRIX

Name of Company :

Delivery Related Issues

Sr. No	Name	Designation	Full Office Address	Phone No	Mobile No	Fax	email address
		First level Contact					
		Second level Contact (If response not recd in 24 Hours)					
		Regional / Zonal Head(If response not recd in 48 Hours)					
		Country Head(If response not recd in One week)					

Service related Issues

Sr. No	Name	Designation	Full Office Address	Phone No	Mobile No	Fax	email address
		First level of Support					
		Second level Contact (If response not recd in 4 Hours)					
		Regional / Zonal Head(If response not recd in 24 Hours)					
		Country Head(If response not recd in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Signature

Name of representative

Designation

Company Seal

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Annexure- F

Annexure - F - Technical Specifications for 5/7.5 KVA UPS	
DESCRIPTION	
1	Topology - On-Line with input power factor correction (Standalone UPS with single set Battery Bank)
2	Technology – IGBT with built in isolation transformer
3	Redundancy - Redundant capability with optional automatic redundant switch
4	Input Voltage – <ul style="list-style-type: none">• Singal Phase Input 230V• Range - -30% to +21%
5	Input Frequency – Frequency Range - 45 - 55Hz Autosensing
6	Output Voltage - <ul style="list-style-type: none">• Single Phase Output• Range - 220 - 230VAC• Regulation - +/- 1% Static, 5% for Dynamic Loads
7	Output Frequency – <ul style="list-style-type: none">• Frequency Range - 50 Hz• Frequency Regulation - +/- 0.1% synchronized to battery
8	Output Wave Form - Pure Sinusoidal
9	Crest Factor < 3:01
10	Overload ratings - 105% infinite.
11	Transfer Time (with Full Load) - < 0ms
12	Bypass – Automatic (with auto return function)
13	Environment Noise Level - < 50dB Operating Temperature 0-40 Relative Humidity 0-95%
14	Efficiency - Overall at Full Load – 92% Minm.
15	Power Factor - 0.8 pf for 5/7.5 KVA
16	Indication - Input Mains ON, System Overload, Battery Low/bad, Mains Fail, Inverter Fault, Battery Loose Connection, Short-circuit, Inverter Trip, Battery Trip, Load on Battery, Load on Bypass
17	Alarm - Battery Low, Inverter ON (Mains Fail), Inverter Fault
18	Metering - Output Voltage , Output Current



19	Interface - DOS/Unix/Netware with necessary H/W and S/W Power Management software to be compatible with Windows XP/Window 2008, Window7, Window8, Window 10, Linux
20	Battery - SMF Batteries with Back-up time upto 4 Hrs.with suitable Rack to house Batteries
21	Battery Make - Rocket / Panasonic / Exide / Hitachi / CSB / Amar Raja(Johnson Control) / Su-Kam/ Hi-Power (Southern Batteries)/ Relicell
22	Warranty – Three Year On-Site on UPS and Two Year On-site on Batteries.
23	Certification/ Approval - International Std. Certifications viz. UL /CE/ TUV / ERTL
24	Safety – (i) IEC 60950 or EN 50091-1-1 or UL 1778 or CE (ii) IS 1642(Part-1) 2014 (Applicable for UPS of <=7.5KVA)
25	LED - Mains ON, Inverter ON, On battery, Battery Low/ Bad, Over Temperature, Overload, Fault, Replace battery and Bypass Operation.
26	Audible Alarms - On battery, Low battery, Overload, short- circuit, MCB fail, Output Bad/ Over/ Under Voltage Indication & Over Temperature etc
27	Remote Monitoring/power Mgmt facility -Internal SNMP Card (Provision) for monitoring thru web remotely.
28	Other Features - Graceful server shutdown, Paging / email facility. Real time graphical display of Power, UPS Status, and Access should be password protected with MD5 authentication security. Should integrate with popular NMS like IBM Tivoli, HP Open View, TNG Unicentre etc.
29	Capability to add management cards (remote management, additional ports, temp/humidity monitor)
30	Should be able to do a Cold Start

End of Document

Bank of Baroda,Zonal Office. Plot No. 202, Ganga Jamuna Complex, M.P Nagar Zone – I, Bhopal - 462011
