



Small Industries Development Bank of India

**Request for Proposal (RfP)
For
Purchase of UPS System**

Tender No. : 400/2012/862/BYO/ISD dated February 29, 2012

Small Industries Development Bank of India
Information Services Department
3rd Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051
Website: www.sidbi.in

Price of the document: 500/-

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1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to shortlist vendors for supply, installation and support of Modular UPS with hot swappable power modules, hot swappable batteries and Power Distribution Units (PDUs) at Datacenter Mumbai. SIDBI intends to procure only modular UPS as the system needs to be installed in the datacenter along with existing server/network racks. Further, there is space constraint. Details of the UPS under procurement are given in the subsequent sections of this tender document.

1.2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date 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 SIDBI. Neither SIDBI 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 document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

1.4. Costs to be borne by Respondents

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

1.5. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

1.6. Recipient Obligation to Inform Itself

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

1.7. Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document.

1.9. Acceptance of Terms

A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.10. Requests for Proposal

Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : R K Sharma
Position : General Manager (Systems)
Email : rksharma@sidbi.com, atopdar@sidbi.in, crprasad@sidbi.in
Telephone : +91 - 22 – 67531228 / 67531244/ 67531238
Fax : +91 - 22 - 67531236

SIDBI may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

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

SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.11. Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

2. Background

2.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The bank provides its services through a network of more than 100 offices located all over India. Detailed information on the functions of the bank is provided on the website www.sidbi.in.

2.2. Tender Objective

2.2.1. SIDBI intends to procure one modular UPS System of initial capacity 100KVA or 90KW scalable upto 150KVA or 135KW by addition of power modules. The UPS should be rack mountable shall utilize rack-mounted N+1 redundant, scalable array architecture.

2.2.2. The UPS shall be true on-line double conversion system using IGBT based technology.

2.2.3. The UPS system should consist of hot swappable VRLA battery modules for providing backup of 30 minutes at 100KVA or 90KW load.

2.2.4. The UPS system should be provided with 12 Power Distribution Units (PDUs) each of capacity 32Amps. The PDUs should be hot swappable i.e. replaceable without shutting down the system.

2.2.5. The batteries and PDUs shall be installed in a separate 42U rack.

2.2.6. All the components of UPS should be redundant without any single point of failure.

2.2.7. The bidder to note that, the technical specifications specified in [Annexure –III](#) are minimum specifications.

2.2.8. The purpose behind issuing this RfP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose.

2.2.9. The selection process consists of three phase's viz., 1) Pre-Qualification / Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

2.2.10. Bidder to note that due to space constraint in the datacenter, only modular UPS system with hot swappable batteries and PDUs are considered.

2.3. Scope of Work

The Scope of Work involves:

2.3.1. Supply, installation and commissioning of modular UPS along with hot swappable batteries and PDUs complying with the technical specifications given in [Annexure –III](#), along with accessories and necessary documentation at Mumbai Office.

2.3.2. Providing service and onsite support during warranty period and post warranty period as per Bank's requirement without any extra cost to the bank. The support should be directly from the UPS manufacturer.

2.3.3. Supply of additional power modules, batteries and PDUs as and when required to cater to increase in load at datacenter as per contracted rate.

2.3.4. Warranty, Support and AMC

2.3.4.1. Warranty and support

The Warranty shall be:

2.3.4.1.1. On-site, comprehensive and BACK-TO-BACK from OEM for a period of one year from the date of acceptance or 15 months from date of delivery.

2.3.4.1.2. Replacement of failed hardware within 24 hours.

2.3.4.1.3. Software updates and upgrades at no cost to Bank

2.3.4.1.4. Comprehensive on-site support from OEM.

2.3.4.2. AMC

2.3.4.2.1. On-site, comprehensive and BACK-TO-BACK AMC from OEM for a period of 5 years after the expiry of warranty.

2.3.4.2.2. Replacement of failed components within 24hours

2.3.4.2.3. Software updates and upgrades at no cost to Bank

2.3.4.2.4. Comprehensive on-site support from OEM.

2.3.4.3. Detailed scope of work under warranty and AMC given in subsequent chapters

2.3.5. Training

The OEM shall impart the training to the banks officials during installation of ordered devices at respective locations. The training should include, explaining all the features and capabilities of UPS, proper Operation, Trouble identification, Troubleshooting and routine maintenance of the equipment supplied.

2.3.6. Periodic preventive maintenance of UPS and its components, once in a quarter by the OEM.

2.3.7. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.

2.3.8. The bidder to note that, the Bank reserves the right to upgrade the UPS as and when required by addition of power modules, batteries or PDUs.

2.3.9. The System spare parts/services, as and when required, and complete maintenance of the Systems during warranty period and AMC (if contracted), shall be supported for a period not less than 6 years (Warranty and AMC) from the date of acceptance of the System by the Bank.

2.3.10. Submission of Installation-cum-Acceptance Certificate as per format prescribed in [Annexure - IX](#), duly signed by the SIDBI officials at the location.

- 2.3.11. The bidder to study the site requirements after placing of order and provide detailed electrical diagram indicating the requirements for both input and output power and distribution.

2.4. Tender Methodology

- 2.4.1. The tender methodology proposed to be adopted by SIDBI will be **“THREE Bid System”** i.e., Pre-qualification criteria/Minimum Eligibility Criteria, Technical Bid and Commercial Bid.
- 2.4.2. Bidders who qualify in the pre-qualification criteria/minimum eligibility criteria would only be considered for evaluation of Technical bids.
- 2.4.3. The bidders whose technical bids are found as qualified shall be short listed for commercial evaluation.
- 2.4.4. All bidders who qualify the technical evaluation shall be separately notified in writing (mail / letter) about the date and time of opening of commercials.
- 2.4.5. SIDBI would enter into contract with the bidder(s) whose commercial bids are determined as **Lowest Commercial Bid [L1]**.
- 2.4.6. In this tender, either the bidder on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same model/product.”
- 2.4.7. If a bidder submits bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same item/ product.”

2.5. Pre-Qualification Criteria [Minimum Eligibility Criteria]:

S. N.	Criteria	Proof to be Submitted
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.	Copy of registration certificate to be enclosed.
2	The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM. In case of authorized partner of OEM the bidder should submit Manufacturer Authorisation Form as per format given in Annexure.	MAF as per format given in Annexure -V , to be submitted.
3	The bidder should be in the business of supply, installation, configuration, maintenance and support of UPS Systems for at least three [3] years as on date of this tender i.e., February, 2012.	Proof of same to be attached by way of purchase order OR Project Completion Certificate from the customer by mentioning the time frame clearly etc. .
4	The bidder should have a minimum average annual turnover of ` 8.0 crore over the last three (3) financial years.	Supporting the fact the bidder should furnish auditor's certificate for last three years ending March' 2011.
5	The bidder should have positive networth and cash profit [ie. no cash loss] in 2 years out of last 3 years.	
6	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.	Copies of Sales Tax / VAT / Service tax / PAN to be enclosed.
7	The OEM Should be in manufacturing, supply and support of UPS systems for at least ten years in India as on date of this tender.	Proof of same to be attached.

S. N.	Criteria	Proof to be Submitted
8	The OEM must have supplied UPS system proposed to SIDBI in at least three customer locations in BFSI / Govt. / PSU sector in India.	Proof of same to be attached by way of purchase order OR Project Completion Certificate from the customer by mentioning the time frame clearly etc.
9	The OEM MUST HAVE SUPPORT CENTER with trained engineers at Mumbai.	Details of support center at Mumbai to be submitted.
10	The OEM must have warehouse in India.	Details of warehouse in India to be submitted.
11	The bidder must have OFFICE at Mumbai.	Details of support center at Mumbai to be submitted.

Note: Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.

2.6. Schedule of Events

1	Tender No.	400/2012/862 /BYO/ISD Dated February 29, 2012			
2	Purpose of RfP	Purchase of UPS System			
3	Date of Issue of RfP	February 29, 2012.			
4	Earnest Money Deposit [EMD]:	80,000/-			
5	Date of Pre-bid meeting	March 09, 2012, 11:30am [clarifications to be forwarded at least one day prior to pre-bid meeting i.e., latest by March 07, 2012, 1500 hours]			
6	Last date for submission of bids	March 20, 2012 at 3:30 pm			
7	Address for submission of bids	The General Manager(Systems) Small Industries Development Bank of India MSME Development Center, 3 rd Floor Information Services Department Plot No.C-11, G Block, Bandra Kurla Complex Bandra [East], Mumbai – 400 051			
8	Bid Validity	Proposals shall remain valid 90 days from the date of submission of bids i.e., till June 18, 2012.			
9	Date of Opening of Pre-qualification Criteria [Minimum Eligibility Criteria] / Technical bid	March 20, 2012 at 4:30 pm			
10	Date of Opening of Commercial bid	To be announced at a later date after the technical evaluation is completed. Only technically short listed bidders shall be notified in writing or through mail.			
11	Venue for pre-bid meeting & Opening of bids.	SIDBI, MSME Development Center 3 rd Floor, Information Services Department, Plot No.C-11, G Block, Bandra Kurla Complex, Bandra(E), Mumbai - 400 051			
12	Contact Details				
	Name	Designation	Phone	Fax	E-mail
	C R Prasad	AGM (Systems)	67531238	67531236	crprasad@sidbi.in
	Asish Topdar	DGM(Systems)	67531244		atopdar@sidbi.in
	R K Sharma	GM(Systems)	67531228		rksharma@sidbi.in

3. Instruction to Bidders

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

3.1. Clarification of Bids

- 3.1.1. The bidder or its official representative is invited to attend pre-bid meeting to be held on **March 09, 2012 at 11:30 hours** at the venue mentioned in Section 2.6 (11). It would be the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.
- 3.1.2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted at least one day prior to the date of pre-bid meeting i.e. latest by **March 07, 2012, 1500 hours**. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 3.1.3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website latest by **March 12, 2012**. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

3.2. Amendment to the bidding document

- 3.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.2.2. The amendment will be posted on Banks website www.sidbi.in.
- 3.2.3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- 3.2.4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

3.3. Language of Bid

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

3.4. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.

3.4.1. Documents comprising the Pre-qualifications-cum-Technical Bid should be:

- 3.4.1.1. Bid Forwarding Letter as per **Annexure – I**.
- 3.4.1.2. Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Pre-Qualification Criteria / minimum eligibility criteria as per **Annexure – II**.
- 3.4.1.3. Technical Bid as per **Annexure - III**.
- 3.4.1.4. Masked Price Bid without indicating the price as per **Annexure –IV** should be submitted.

3.4.1.5. MAF as per **Annexure – V**.

3.4.1.6. Undertaking of authenticity – **Annexure – VI**

3.4.1.7. Bank Mandate Form – **Annexure –IX**.

3.4.1.8. DD/Pay Order of ` **500/-** towards cost of tender form

3.4.1.9. DD/ Pay Order / BG as per **Annexure -VIII** for ` **80,000/-** towards EMD.

3.4.1.10. Data sheets/printed literature of all the network hardware items being quoted.

3.4.2. Documents comprising the Commercial Bid should be:

3.4.2.1. Commercial bid as per **Annexure –IV**.

3.5. Signing, Sealing and Marking of Bids

3.5.1. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The Bidder shall seal the bids in non-window envelopes containing the documents as under:

3.5.1.1. 1st Envelope (Superscribing “Tender No 400/2012/862 /BYO/ISD – Pre-qualification / Technical Bid”):

- a) DD/ Pay order / BG towards EMD.
- b) DD/ Pay order towards tender cost.
- c) Bid Forwarding Letter.
- d) Pre-qualification/ Minimum Eligibility Criteria Form.
- e) Technical Bid.
- f) Manufacturer's Authorisation Form (MAF).
- g) Masked (blank) Commercial Bid
- h) Bank Mandate Form

Note:

Under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.

3.5.1.2. 2nd Envelope (Superscribing “Tender No 400/2012/862/BYO/ISD – Commercial Bid”):

- a) Commercial bid

3.5.2. On the cover of each envelope name and address of bidder along with contact number should be clearly indicated.

3.5.3. The envelope(s) shall be addressed to the Bank at the address given below:

The General Manager (Systems)
Small Industries Development Bank of India
MSME Development Center, 3rd Floor,
Information Services Department [ISD],
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051

3.5.4. If the envelope(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.6. Bid Currency

Bids should be quoted in Indian Rupee only.

3.7. Earnest Money Deposit (EMD):

- 3.7.1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 80,000/-.
- 3.7.2. EMD should be in the form of Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai OR in the form of a bank guarantee (BG) from a scheduled commercial bank strictly in the format as prescribed in [Annexure - VIII](#). Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 3.7.3. In case the EMD is submitted in the form of a BG, the same should be valid till the date of bid validity i.e. till **June 18, 2012** with claim period one month beyond the BG validity i.e. till July 18, 2012.
- 3.7.4. Successful bidder on award of the contract shall arrange to extend the validity of the BG for six months beyond the date of bid validity and with a claim period one month beyond the BG validity. Alternatively, the bidder may replace the BG with a fresh BG with desired validity and claim periods.
- 3.7.5. No interest will be paid on EMD.
- 3.7.6. Request for exemption from Security Deposit will not be entertained.
- 3.7.7. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
 - 3.7.7.1. The end of the bid validity period, including extended period (if any),
 - OR**
 - 3.7.7.2. Receipt of the signed contract from the selected Bidder.
- 3.7.8. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the hardware by SIDBI and submission of performance guarantee by the bidder.
- 3.7.9. In case the acceptance of h/w is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG validity extended for a period of three months till the hardware is accepted by the bank.
- 3.7.10. The bid security may be forfeited:
 - 3.7.10.1. If a Bidder withdraws its bids during the period of bid validity.
 - 3.7.10.2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - 3.7.10.3. In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

3.8. Delivery and Installation Schedule

- 3.8.1. The Bidder should deliver the goods within TEN WEEKS FROM THE DATE OF PURCHASE ORDER.
- 3.8.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.

- 3.8.3. The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI
- 3.8.4. The Bidder shall install the goods and integrate with existing MCU, LAN/WAN within THREE weeks from the date of delivery of the equipment at respective locations.
- 3.8.5. After completion of installation the bidder should obtain sign-off on the Installation-cum-Acceptance certificate as per [Annexure –IX](#) from the Bank official at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan.
- 3.8.6. Installation will be treated as incomplete in one/all of the following situations:
- 3.8.6.1. Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 - 3.8.6.2. Non-delivery of supporting documentation.
 - 3.8.6.3. Delivery, but no installation of the components and/or software.
 - 3.8.6.4. System operational, but unsatisfactory to the Bank.
- 3.8.7. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 3.8.8. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 3.8.9. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in General Terms and Conditions
- 3.8.10. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

3.9. Delivery and Installation Location:

- 3.9.1. The delivery and installation location shall be:

Small Industries Development Bank of India (SIDBI)
MSME Development Center, 3rd Floor
Information Services Department
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra (East)
Mumbai – 400 051

- 3.9.2. The Bank reserves the right to alter the quantities specified in the offer in the event of changes in plans of the Bank. The same shall be advised at the time of placing the order with L1 vendor(s).
- 3.9.3. Bank reserve the right to place the order with respective vendor for all the items in single or multiple lots within the bid validity period.

3.10. Delivery and Documents:

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 3.10.1. Original copy of the duly signed challan with name, designation, date and seal of the office concerned affixed.
- 3.10.2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- 3.10.3. Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.

3.11. Period of Validity of Bids

- 3.11.1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from date of closure of this RfP.
- 3.11.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 3.11.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

3.12. Deadline for submission of Bids

- 3.12.1. The bids must be received by the Bank at the specified address not later than **March 20, 2012, 1530hours.**
- 3.12.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 3.12.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.13. Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

3.14. Modification And/ Or Withdrawal of Bids:

- 3.14.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 3.14.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 3.14.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 3.14.4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

3.15. Opening of Bids by the Bank

- 3.15.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.

3.15.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.

3.15.3. The Bidder name and presence or absence of requisite EMD, RfP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.

3.15.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.16. Evaluation Methodology

3.16.1. Clarification of bids

3.16.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.

3.16.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.

3.16.1.3. Any deviations from the specifications should be clearly brought out in the bid.

3.16.1.4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

3.16.2. Preliminary Examinations

3.16.2.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.

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

3.16.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

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

3.16.2.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

3.16.2.6. The bidder should satisfy the pre-qualification criteria as specified in the tender.

3.16.3. Technical Evaluation

3.16.3.1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.

3.16.3.2. SIDBI will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.

3.16.3.3. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration of all or some components/ features and components of the hardware items quoted by them. However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration.

3.16.3.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

3.16.3.5. Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

3.16.4. Commercial Evaluation

3.16.4.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.

3.16.4.2. Bidders who do not qualify the technical evaluation will not be invited for opening of commercials.

3.16.4.3. SIDBI will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1).

3.16.4.4. L1 would be based on TCO for six years i.e $X+Y+Z$ where:

- I. Cost of modular UPS System, PDUs and modular batteries as per specifications given in Annexure –III (A to D), inclusive of all taxes, one year warranty and installation etc., charges = **W**.
- II. AMC of UPS System with other components for a period of five years (inclusive of all taxes) at present values = **X**.
- III. Cost of additional Items (power modules, batteries, PDUs) = **Y**.
- IV. AMC of additional Items = **Z**.
- V. **$L1 = W+X+Y+Z$**
- VI. The Present Value (PV) for the AMC component for UPS system per year will be calculated as per the following formula:

C

$$\frac{C}{(1+r)^n}$$

Where:

- 'C' is the annual AMC amount of each year.
- 'r' is Banks Base Rate which is presently at 10.75%.
- 'n' is number of years, i.e. 'n' is 1 for 1st year, 2 for 2nd year.....

3.16.5. Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- 3.16.5.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- 3.16.5.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 3.16.5.3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 3.16.5.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

3.17. No Commitment to Accept Lowest or Any Offer

- 3.17.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 3.17.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 3.17.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

3.18. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

3.19. Contacting the Bank

- 3.19.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 3.19.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

3.20. Award of Contract

- 3.20.1. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.
- 3.20.2. The Bank reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

4. General Terms and Conditions

4.1. Definitions

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

- 4.1.1. "The Bank" means Small Industries Development Bank Of India (SIDBI);
- 4.1.2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.3. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 4.1.4. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 4.1.5. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 4.1.6. "TCC" means the Terms and Conditions of Contract contained in this section;
- 4.1.7. "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 4.1.8. "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.

4.2. Use of Contract Documents and Information

- 4.2.1. The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2.2. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.3. Subcontracts

- 4.3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.
- 4.3.2. The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

4.4. Price

- 4.4.1. Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, warranty, insurance costs etc., **till the bid validity period.**
- 4.4.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in

foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

4.4.3. Octroi, alone, if applicable, will be reimbursed as at actual, on production of the original octroi paid receipt in the name of the Bank.

4.4.4. The Bank will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.

4.4.5. No other cost whatsoever will be paid by SIDBI.

4.4.6. Further, subsequent to the orders being placed/ agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.

4.5. Terms of Payment

The standard payment terms of SIDBI are given below:

4.5.1. 90% payment after delivery and verification of items and on submission of duly signed in delivery challans.

The vendor has to claim octroi paid, if any along with 90% payment.

4.5.2. 10% on acceptance and submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of 12 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty i.e, 12 months + 3 months. The performance bank guarantee should be as per the format given in **Annexure -X**.

4.5.3. **All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Vendor to submit Bank Mandate Form (as per Annexure -VIII) along with cancelled cheque in original with technical bid.**

4.5.4. Vendor will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI officials of respective locations, proof of back-to-back warranty arrangement certificate while claiming the payment.

4.5.5. Vendor will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.

4.5.6. Payment during AMC

AMC payment would be paid half yearly. First half year AMC amount would be paid in advance and second half year AMC will be paid in arrears. Order for AMC would be placed in respective years as per contracted rate.

4.5.7. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

4.5.8. TDS, if any, will be deducted while releasing the payment.

4.5.9. All Payments will be made to the Bidder in Indian Rupee only.

4.6. Technical Information

- 4.6.1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in **Annexure – III**.
- 4.6.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 4.6.3. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 5 years including warranty period and post warranty maintenance (AMC). The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Bank shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.
- 4.6.4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- 4.6.5. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/ without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

4.7. Acceptance

- 4.7.1. The acceptance / performance test will be performed after completion of installation of all the equipments at the respective locations. Complete hardware and Software as specified in the tender must have been supplied & installed properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 4.7.2. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- 4.7.3. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made by the bank to the bidder.
- 4.7.4. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.
- 4.7.5. The Bank 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
- 4.7.6. Acceptance test criteria for all the h/w items are given below:

S.N	Nature of activity	Remarks
1	Physical Delivery of the UPS and its accessories as per the PO and hardware configuration.	The vendor has to deliver and install the items mentioned in the PO at SIDBI Mumbai along with Batteries, PDUs etc.
2	Installation, configuration and commissioning	The vendor will configure and commission the system as per scope of work and integrate the same with existing LAN/WAN network.
3	Installation-cum-Acceptance Certificate.	As a confirmation to the above activities mentioned at Sr. 1 & 2, vendor shall obtain Installation-cum-acceptance certificate as per Annexure – XI duly signed by SIDBI officials of respective locations after 1 week of successful operation of the UPS system, and submit the same at the time of claiming final payment.

4.8. Acceptance Date:

Vendor shall submit all the duly signed Installation-cum-Acceptance Certificates at Bank's Mumbai office. Post which, SIDBI shall arrive at a common acceptance date(s) for the entire lot of equipment. Accordingly, the warranty period of 1 year starting from the date of acceptance, shall be determined and conveyed to the vendor in writing.

4.9. Governing language

4.9.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

4.9.2. The technical documentation involving detailed instruction for operation and maintenance, users'

4.9.3. Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

4.10. Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

4.10.1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

4.10.2. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or

arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

4.11. Performance security

4.11.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank.

4.11.2. Since the validity of the BG is linked to the warranty/ acceptance of the hardware, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance & warranty period.

4.12. Insurance

4.12.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.

4.12.2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.

4.12.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier

4.12.4. Should any loss or damage occur, the Bidder shall

4.12.4.1. Initiate and pursue claim till settlement, and

4.12.4.2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

4.13. Inspections and tests

4.13.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

4.13.1.1. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank / Bank's Consultants /Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/ offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.

4.13.1.2. Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

4.13.1.3. In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.

4.13.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.

4.13.3. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

4.13.4. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Bank.

4.14. **Warranty**

4.14.1. The warranty of entire equipments / hardware (including OS) & software deployed for this project shall be onsite, comprehensive, **back to back from OEM** for a period of 1 year (12months) from the date of acceptance or 15 months from the date of delivery.

4.14.2. The bidder will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software. The bidder will provide support for hardware and pre-installed software components including operating system during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.

4.14.3. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

4.14.4. The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.

4.14.5. The warranty should cover all parts including updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 36 months from the Date of acceptance by the Bank at no cost to Bank.

4.14.6. The bidder shall guarantee an uptime of 99.95% for all the locations where the equipments are commissioned, during warranty and also during AMC, if contracted, which shall be calculated on monthly basis.

4.14.7. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/resolution within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the UPS System. "Restoration" is the condition when the selected bidder demonstrates that the UPS System is in working order and the Bank acknowledges the same.

4.14.8. The Downtime calculated shall not include any:

4.14.8.1. Failure due to bank (Power etc.)

4.14.8.2. Preventive maintenance activity and

4.14.8.3. Force Majeure.

However bidder shall inform the Bank 7 days in advance before doing preventive maintenance or pre-planned activity.

4.14.9. The percentage uptime is calculated on monthly basis.

4.14.10. If the bidder fails to maintain guaranteed uptime of 99.95% for all the ordered locations, the Bank shall impose penalty as mentioned below on slab

4.14.11. Vendor's hardware engineer will report at SIDBI offices within '**TWO HOURS**' for **[Call-to-Reponse]** of reporting of breakdown through telephone/ email / portal or Fax or courier at the vendor's office as per call logging and escalation matrix. Vendor shall resolve the issue within '**FOUR HOURS**' **[Call-to-Resolution]** of its reporting.

4.14.12. Call will be deemed as call closure if a hardware or part thereof of similar or higher configuration is provided within the Call-to-Resolution.

4.14.13. The performance would be measured as under on monthly basis:

$$\text{Performance (\%)} = \frac{(\text{Total contracted minutes in a month} - \text{downtime Minutes within contracted minutes in a month})}{\text{Total contracted minutes in a month}} \times 100$$

4.14.14. Penalty for shortfall in Performance Compliance Level: Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in Performance	Penalty (% of the contract value of the equipment)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8% and <=10%	10

4.14.15. The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly.

4.14.16. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.

4.14.17. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank.

4.14.18. In case equipment is taken away for repairs, the vendor shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.

4.14.19. If during operation, the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the Supplier shall provide standby equipment of the same or higher configuration at no cost to the Bank till the original equipment is repaired and made operational.

- 4.14.20. In case some equipment is declared by the vendor as beyond repairs, the vendor shall provide a replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.
- 4.14.21. Free on-site maintenance services shall be provided by the OEM during the period of warranty.
- 4.14.22. Further provided that the Bank may, during the currency of the warranty, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank.
- 4.15. Annual Maintenance Contract:**
- 4.15.1. The selected vendor will enter into comprehensive onsite AMC (Annual Maintenance Contract) with the bank, if so desired by the bank, for post warranty maintenance after the expiry of the 1 year warranty period. However, the bank will be having right to go with any other vendor for AMC.
- 4.15.2. The system supplied should be maintained by the vendor for at least 6 years after including one year warranty period.
- 4.15.3. The AMC charges for the equipment for 2nd, 3rd, 4th, 5th and 6th year shall not exceed the rates finalized at the time of purchase.
- 4.15.4. The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
- 4.15.5. AMC should cover the total equipment along with software etc procured from the vendor & minimum of 4 Preventive Maintenance calls during the year as per the requirement of the bank.
- AMC charges shall also include replacement of failed components, support services, updates, upgrades for providing AMC support for period.
- 4.15.6. Further provided that the Bank may, during the currency of the AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to provide AMC or maintain the goods at the new location without any other additional cost to the Bank.
- 4.15.7. AMC Payment will be made quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 4.15.8. The penalty terms during AMC would be same as warranty as specified above.
- 4.15.9. The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 6 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.
- 4.15.10. It may be noted that the Bank reserves the right to demand performance Bank Guarantee to the tune of 10% of the value of the original Purchase Order, if AMC charges quoted by the bidder are abnormally low (below 3% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder.

4.15.11. If during the warranty period and AMC period, any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the bidder at no additional cost to the Bank.

4.16. Repeat Order

The bank reserves the right to place repeat order for the same items at the contracted rate, up to the extent of 10% of the order value within 90 days of placing the order.

4.17. Change / Modification in Delivery Locations

Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed price if bank request. The Warranty/AMC should be applicable to the altered locations also.

4.18. Forfeiture of performance security

The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

4.19. Penalty for Default Delivery

4.19.1. If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.

4.19.2. In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank.

4.20. Taken / Brought over of Company

Subsequent to the order being placed with SIDBI, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

4.21. Termination

4.21.1. Prior to the delivery of the hardware items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

4.21.2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- ♦ Failure of the successful bidder to accept the contract;
- ♦ Delay in offering equipments for pre-delivery Inspection;
- ♦ Delay in delivery beyond the specified period;

- ♦ Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- ♦ Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and

4.21.3. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

4.22. Patent Rights

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

4.23. Force majeure

4.23.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding

obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

4.23.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the 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

4.24. Resolution of Disputes

It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

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

5. Annexures:

- 5.1. Bid Forwarding Letter – [Annexure – I.](#)
- 5.2. Pre-qualification/ Minimum Eligibility Criteria – [Annexure – II.](#)
- 5.3. Technical Bid Format – [Annexure – III.](#)
- 5.4. Commercial Bid Format - [Annexure – IV.](#)
- 5.5. Manufacturer's Authorisation Form - [Annexure – V.](#)
- 5.6. Undertaking of Authenticity - [Annexure – VI.](#)
- 5.7. Bank Mandate Form – [Annexure -VII](#)
- 5.8. EMD / Performance Security Form – [Annexure -VIII](#)
- 5.9. Installation-cum-acceptance Certificate - [Annexure – IX.](#)
- 5.10. Format of Performance Bank Guarantee – [Annexure – X.](#)

Annexure - I

Bid Forwarding Letter
(To be submitted on Vendor's letter head)

Date:

The General Manager (Systems)
Small Industries Development Bank of India,
3rd Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Purchase of UPS System

We, the undersigned, offer to submit our bid in response and accordance with your **tender No. 400/2012/862/BYO/ISD dated February 29, 2012**. Having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 6 months from the date of last day for submission of offer (Bid). If our offer is accepted, we undertake to provide Service support for the hardware supplied as per the above referred RFP, during warranty of 1 year as well as AMC period of 5 years if contracted.

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

We remain,

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Phone & E-mail:
	Name of the Organisation ...
	Seal ...

Annexure -II

Pre-Qualification / Minimum Eligibility Criteria

S.N.	Minimum Eligibility Criteria	Bidder's response
A	General and Financial	
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company [Government/PSU/Pub. Ltd / Pvt. Ltd / partnership / proprietary]	
4	Registration No. and date of registration. Registration Certificate to be enclosed	
5	Address of Registered Office with contact numbers [phone /fax/mail]	
6	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
7	PAN No.	
a	Copy of same enclosed (Yes/No)	
8	Sales Tax / VAT / Service tax registration certificate	
a	Copy of certificate enclosed. (Yes / No)	
9	OEM or Authorized Partner or dealer of OEM.	
a	MAF from OEM as per format given in Annexure – V enclosed. (Yes /No)	
10	No of Years of experience in supply, installation, configuration and maintenance of UPS Systems.	
a	Proof of same by way of PO or Project completion Certificate enclosed. (Yes/No).	
11	Contact Details of Bidder's authorized representative to make commitments to SIDBI.	
a	Name	
b	Designation	
c	Mobile No.	
d	Fax No.	
e	Mail Id	
12	Financials	
	Parameter	FY
a	Annual Turnover	2008 - 2009
		2009 - 2010
		2010 - 2011
b	Cash Profit	2008 - 2009
		2009 - 2010
		2010 - 2011
c	Net worth	2008 - 2009
		2009 - 2010
		2010 - 2011
d	CA certificate submitted. (Yes / No) Pl. do not attach balance sheets.	
13	OEM Details	

S.N.	Minimum Eligibility Criteria	Bidder's response
a	Name of OEM	
b	Address of OEM's office in Mumbai.	
c	Contact Details of OEM	
(i)	Name	
(ii)	Designation	
(iii)	Mobile No.	
(iv)	Fax No.	
(v)	Mail Id	
e	Support Center at Mumbai. (Yes/No)	
f	Address and contact details of support center at Mumbai.	
g	The OEM Should be in manufacturing, supply and support of UPS systems for at least ten years in India as on date of this tender. (Yes/No)	
(i)	Proof of same by way of purchase order or project completion certificate etc, attached. (Yes/No)	
h	OEM must have trained engineers at Mumbai. (Yes/No)	
(i)	Proof of same attached. (Yes/No)	
i	OEM must have supplied UPS system proposed to SIDBI in at least three customer locations in BFSI / Govt. / PSU sector.	
(i)	Proof of same by way of PO or project completion report to be attached.	
j	Whether OEM has warehouse in India. (Yes/No)	
(i)	Details of location of warehouse to be provided. (Address, Contact details)	

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Note Bidder response should be complete with all relevant documents attached..
 Documentary proof, sealed and signed by authorized signatory, must be submitted
 Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

Annexure –III**Technical Bid**

This specification describes the operation and functionality of a continuous duty, true online double conversion three-phase, static Uninterruptible Power System (UPS) hereafter referred to as the UPS. The UPS should utilize a N+1 redundant, scalable architecture. The system should consist of hot swappable and/ user replaceable UPS and battery modules of the same make, which should operate in parallel, and be configured for N+1 redundant operation at rated load 90KW/100KVA and scalable to 150KVA/135KW.

Each UPS module contains a full rated input rectifier / boost converter (hereafter referred to as Input Converter), full rated output inverter, and 10% battery charging circuit.

The system should also comprise of a user-replaceable continuous duty bypass static switch module, hot swappable and / user replaceable battery modules, redundant control modules, redundant logic power supplies, and interface display.

System static switch should be hot swappable & capable of being fed from the same input to the rectifier or a separate input.

All of the above system components should be housed in standard 42 U Racks. 3 phase, 400 V power modules of 16 KVA/20KVA each with self testing capability. Active Power Factor Correction should be built in to the power modules.

S.N	Minimum Specifications	Bidders Response	Deviation
A	Capacity and Backup Requirement		
1	System capacity: 100KVA or 90KW, Scalable to 150KVA or 135KW in the same rack.		
2	Type of redundancy: N+1		
3	Backup time: 30 Min on 100KVA or 90KW load		
B	General Specifications		
	This specification describes the operation and functionality of static Uninterruptible Power System (UPS) hereafter referred to as the UPS.		
1	The system should be of continuous duty, three-phase, solid-state, on-line double conversion static UPS using IGBT based technology.		
2	The UPS should utilize a 42U rack-mounted N+1 redundant, scalable array architecture.		
3	Each UPS modules should contain a full rated input rectifier / boost converter (hereafter referred to as Input Converter), full rated output inverter and battery charging circuit.		
4	The system should comprise of a		

S.N	Minimum Specifications	Bidders Response	Deviation
	user-replaceable continuous duty bypass static switch module.		
5	The system should comprise of a user-replaceable hot swappable battery modules, which can be swapped without switching of the UPS modules when required.		
6	The system should comprise of redundant main controller modules, redundant logic power supplies, which can be swapped without switching off any UPS modules when required.		
7	The UPS should be provided with an output distribution system to distribute quality uninterrupted power for mission critical, data centre load. This distribution system should be installed outside the UPS modules along with input, output & manual bypass switches in a metal enclosure which is in a rack form factor. Output distribution should happen through 3phase & neutral bus-duct.		
8	The UPS units & the batteries should be scalable (from 100KVA/90KW to 150KVA/135KW) without shutting down the mission critical Data Centre load.		
C	Modes of Operations		
1	Normal: The input converter and output inverter should operate in an on-line manner to continuously regulate power to the critical load. The input and output converters should be capable of full battery recharge while simultaneously providing regulated power to the load for all line and load conditions within the range of the UPS specifications.		
2	Battery: Upon failure of the AC input source, the critical load should continue being supplied by the output inverter, which should derive its power from the battery system. There should be no interruption in power to the critical load during both transfers to battery operation and retransfers from battery to normal operation.		

S.N	Minimum Specifications	Bidders Response	Deviation
3	Recharge: Upon restoration of the AC input source, the input converter and output inverter should simultaneously recharge the battery and provide regulated power to the critical load.		
4	Static Bypass: The static bypass should be used to provide controller transfer of critical load from the inverter output to the bypass source. This transfer, along with its retransfer, should take place with no power interruption to the critical load. In the event of a UPS output fault or significant output overload emergency, this transfer should be an automatic function. Manual transfer to Static Bypass (called "Requested bypass") should be available in order to facilitate a controlled transfer to Maintenance Bypass		
5	Maintenance Bypass: The system can be equipped with an optional integrated, bus connected external make-before-break Maintenance Bypass Cabinet to electrically isolate the UPS during routine maintenance and service of the UPS. The make-before-break Maintenance Bypass Cabinet should allow for the completely electrical isolation of the UPS. An option for an external make-before-break external maintenance bypass panel should be available		
D	System Characteristics		
1	System Capacity: The system should be rated for 100KVA or 90KW output and salable upto 150KVA or 135KW over a period in the same rack.		
2	UPS Input		
a	AC Input Nominal Voltage: 230 V, 3 Phase, 4 wire + G, 50 Hz.		
b	AC Input Voltage Window: 340 – 475VAC (while providing nominal charging to the battery system).		
c	Maximum Frequency Range: 40-70Hz		
d	Input Power Factor:		

S.N	Minimum Specifications	Bidders Response	Deviation
(i)	Greater than 0.99 with load at 100%		
(ii)	Greater than 0.99 with loads above 50%		
e	Input Current Distortion with no additional filters should be less than 5%		
f	Soft-Start - Should be linear from 0-100% input current and should not exhibit inrush. This should take place over a user selectable 1- 60 second time period with a factory default of 10 seconds.		
3	UPS Output		
a	AC Output Nominal Output: 230V, 3 Phase, 4 wire + G, 50 Hz.		
b	AC Output Voltage Distortion: Less than. 2% @ 100% Linear Load. Less than 6% for SMPS load as defined by EN50091-3/IEC 62040-3.		
c	AC Output Voltage Regulation: +/- 1% For 100 % Linear or Nonlinear Load		
d	Voltage Transient Response: +/-5% maximum RMS change in a half cycle at load step 0% to 100% or 100% to 0%.		
e	Voltage Transient Recovery within <50 milliseconds		
f	Output Voltage Harmonic Distortion should be 2% THD maximum and 1% single harmonic for a 100% linear load		
g	Phase Angle Displacement:		
(i)	120 degrees +/-1 degree for balanced load		
(ii)	120 degrees +/-1 degrees for 50% imbalanced load		
(iii)	120 degrees +/-3 degrees for 100% imbalanced load		
h	Overload Rating : Normal Operation:		
(i)	150% for 30 seconds or better before transfer to Bypass		
(ii)	125% for 10 minutes or better before transfer to bypass		
I	Overload Rating : Bypass operation		
(i)	125% continuous		
(ii)	1000% for 500 milliseconds		
j	System AC-AC Efficiency:		

S.N	Minimum Specifications	Bidders Response	Deviation
(i)	Normal operation > 96% at 40% - 100% load		
(ii)	Battery operation > 96% at 40% to 100% load		
k	Output Power Factor Rating: should be 0.5 leading to 0.5 lagging without any derating		
l	Battery Protection: The inverter should be provided with monitoring and control circuits to limit the level of discharge on the battery system.		
4	Charging		
a	The battery charging should keep the DC bus float voltage at +/-1% of tolerance		
b	The battery charging circuit should contain a temperature compensation circuit, which will regulate the battery charging to optimize battery life.		
c	The battery charging circuit should remain active when in Static Bypass and in Normal Operation		
5	Batteries		
a	The UPS battery should support an optional battery plant of modular construction made up of user replaceable, hot swappable, fused, battery modules. Each battery module should be monitored for voltage and temperature for use by the UPS battery diagnostic. Battery charging current should be temperature compensated.		
b	The battery jars housed within each removable battery module should be of the Valve Regulated Lead Acid (VRLA) type.		
c	The UPS should incorporate a battery management system to continuously monitor the health of each removable battery module. This system should notify the user in the event that a failed or weak battery module is found.		
d	The Batteries should be long life batteries (3-5year) and the battery casing should be flame retardant type.		
6	Software and Connectivity		
a	Network Adaptor: The Ethernet		

S.N	Minimum Specifications	Bidders Response	Deviation
	Web/SNMP Adaptor should allow one or more network management systems (NMS) to monitor and manage the UPS in TCP/IP network environments. The management information base (MIB) should be provided.		
b	Unattended Shutdown: The UPS, in conjunction with a network interface card, should be capable of gracefully shutting down one or more servers when the UPS is operating from the battery and available runtime has reached a user defined level.		
c	Web Monitoring: Remote monitoring should be available via a web browser such as Internet Explorer.		
d	Simple Network Management Protocol (SNMP): Remote UPS Monitoring should be possible through a standard MIB II compliant platform		
7	Display and Controls		
a	Control Logic: The UPS should be controlled by two fully redundant, user replaceable / hot-swappable Intelligence modules (IM). These modules should have separate, optically isolated, communication paths to the power and static switch modules. Logic power for the control modules should be derived from redundant power supplies, each having a separate AC and DC input and output. The communication of the control modules should be of Controller Area Network (CAN Bus) and EIA485		
b	Graphical User Interface: A microprocessor controlled user interface/display unit should be located on the front of the system. The display should consist of color graphical display.		
c	Metered Data: the following data should be available on the Graphical User Interface/display: Input\Output Voltages, Currents, Frequencies, Breaker & Switch		

S.N	Minimum Specifications	Bidders Response	Deviation
	Status, Battery Status, Event Log		
d	Event log: The display unit should allow the user to display a time and date stamped log.		
e	Controls: All the UPS controls or programming functions should be accomplished by use of the display unit. The touch screen display should facilitate these operations		
8	Remote Monitoring		
a	Web Monitoring: Remote monitoring should be available via a web browser such as Internet Explorer.		
b	RS232 Monitoring: Remote UPS monitoring should be possible via either RS232 or contact closure signals from the UPS.		
c	Simple Network Management Protocol (SNMP): Remote UPS Monitoring should be possible through a standard MIB II compliant platform.		
d	The UPS manufacturer should have available software to support graceful shutdown and remote monitoring		
9	Environmental		
a	Storage Ambient Temperature: -15 to 40C		
b	Operating Ambient Temperature: 0°C to 40°C		
c	Relative Humidity: 0 to 95% Non-condensing		
d	Altitude: Maximum installation with no derating of the UPS output should be 3,000 feet (1000m) above sea level		
10	Factory assisted start-up & maintenance		
a	Factory assisted UPS start-up to be provided wherein, factory trained service personnel should perform the following inspections, test procedures, and on-site training:		
b	On-Site Operational Training: During the factory assisted start-up, operational training for site personnel should include touch screen operation, LED indicators, startup and shutdown procedures,		

S.N	Minimum Specifications	Bidders Response	Deviation
	maintenance bypass and AC disconnect operation, and alarm information.		
c	The UPS manufacturer should have a service center at Mumbai with available, trained field service personnel to perform start-up, preventative maintenance and service of the UPS system and power equipment. The service should be 24 hours a day, 7 days a week, 365 days a year service support during Warranty and AMC.		
d	Replacement parts: Parts should be available through the period of contract (6 years). The support center should be capable of providing modules with in stipulated time required as by SIDBI. SIDBI will not allow any component level repairs of UPS system in Data Center / Equipment room / UPS room.		
11	Standards		
a	ISO 9001		
b	ISO 140001		
c	ISO 50001		
13	Delivery Submittals		
a	Installation manual, which includes instructions for storage, handling, examination, preparation, installation, and start-up of UPS.		
b	User manual, which includes operating instructions.		
14	Output Distribution		
a	Modular and scalable distribution consisting of 12 PDUs each of 32Amps along with UPS and battery.		
b	All the output cables to the each rack will be fed by the UPS through this distribution panel only.		
c	All the cables from modular PDU should be equipped with IEC 310 sockets		
d	Modular PDUs should be replaceable without any schedule downtime to add a breaker, as modules (including circuit breaker, power cord, and power connection)		

S.N	Minimum Specifications	Bidders Response	Deviation
15	Make and Model Quoted		
a	Make of UPS Quoted		
b	Model No.		
c	Technical Specification sheets of UPS attached.		

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Note *Bidder response should be complete with all relevant documents attached.
Documentary proof, sealed and signed by authorized signatory, must be submitted
Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.*

Annexure - IV

Commercial Bid - cum- Price Break-up Format

						[Amt. in `]		
S. N.	Item Description	Qty.	Unit Price, incl. of all taxes		Total, incl. of all taxes			
			Figures	Words				
		[A]	[B]					
A.	Cost of UPS System , Batteries and PDUs with One year Warranty							
1	Modular UPS of 100KVA UPS / 90KW along with Modular hot swappable batteries for 30miniutes backup along with 12 PDUs.	01						
2	Installation, configuration, Integration and training charges.							
	Total (A)							
B. Annual Maintenance Contract (AMC)								
1	2 nd Year AMC charges of UPS system .	01						
2	3 rd Year AMC charges of UPS system.	01						
3	4 th Year AMC charges of UPS system.	01						
4	5 th Year AMC charges of UPS system.	01						
5	6 th Year AMC charges of UPS system.	01						
	Total AMC Charges (B)							
C. Cost of additional Items								
S.N.	Component	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Total Cost
1	Cost of additional power module with one year Warranty.							
2	Cost of one battery module with one year warranty.							
3	Cost of one PDU of 32Amps with one year warranty.							
	Total (C)							

D. AMC charges for additional Items							
S.N.	Component	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Total Cost
1	AMC of additional power module						
Total (D)							

E. Total Cost of Ownership (TCO) for Six Years		
Total (A) + Total (B) + Total (C) + Total (D)		

Bidders are requested to note the following:

- All the details must be provided as per format.
- Masked commercial bids must be given with technical bid.
- All the rates must be quoted in INR. The cost should be inclusive of all taxes.
- Octroi amount, if any, shall be reimbursed separately on the production of original receipt in the name of SIDBI. Vendor should claim the octroi reimbursement, if any, at the time of delivery payment i.e. 90%.
- L1 would be determined on the basis of the TCO as at E. AMC value will be calculated on Present Value basis.
- Conditional commercial bids would be rejected

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Annexure V**Manufacturer Authorisation Format**
(To be submitted on OEM's letter head)

Ref:
To
The General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Services Department
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Date:

Dear Sir,

**Sub: Manufacturer Authorisation for
RfP No. 400/2012/862/BYO/ISD dated February 29, 2012**

We **<OEM Name>** having our registered office at **<OEM Address>** are an established and reputed manufacturer of **<hardware details>** do hereby authorise M/s _____ (**Name and address of the Partner**) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend maintenance, technical support and updates / upgrades for our products for a period of 6 years from the date of acceptance of equipment.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by **M/s** for all the products quoted for and supplied to the bank during the three year product warranty period. In case this is not considered while quoting and in the event **M/s** fail in their obligations to provide the upgrades within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and upgrades and any new product releases at the Bank's premises.

We also undertake that in case of default in execution of this RfP by the **<Bidder Name>**, the **<OEM Name>** will take all necessary steps for successful execution of this project as per RfP requirements.

<OEM Name>**<Authorised Signatory>**

Name:

Designation:

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

Annexure - VI

Undertaking of Authenticity

[to be signed by authority not lower than the Company Secretary of the Bidder]

Ref:
To
The General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Services Department
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Date:

Dear Sir,

**Sub: Undertaking of Authenticity for
RfP No. 400/2012/862/BYO/ISD dated February 29, 2012**

With reference to the UPS System quoted to you vide our quotation No.: _____ dated _____ in response to your **tender no. 400/2012/862/BYO/ISD dated February 29, 2012**, we hereby undertake that all the components / parts / assembly / software used in UPS System equipments/other hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

We **(Vendor name)** also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Authorised Signatory

Name

Designation

Place

Date

Annexure –VII**बैंक अधिदेश फॉर्म /BANK MANDATE FORM**

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो, उस पर सही का निशान लगाएँ।

/Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम

Name of Borrower / vendor / supplier: _____

विक्रेता का कूट Vendor Code (if applicable) _____

2. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता

Address of the Borrower / vendor / supplier: _____

नगर/City _____ पिनकोड Pin Code _____

ई-मेल आईडी /E-mail id: _____

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: _____

मोबाइल सं./Mobile No.: _____

स्थायी खाता संख्या/Permanent Account Number _____

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate; _____

(यदि लागू हो/if applicable)

3. बैंक खाते का विवरण / Particulars of Bank account:

हिताधिकारी का नाम Beneficiary Name																
बैंक का नाम Bank Name						शाखा का नाम Branch Name										
शाखा का स्थान Branch Place						शाखा का नगर Branch City										
पिनकोड PIN Code						शाखा कूट Branch Code										
एमआईसीआर सं. MICR No.																
खाते का स्वरूप Account type	बचत/Saving					चालू/Current	नकद उधार Cash Credit									
खाता सं. Account No.	(जैसी चेकबुक में अंकित है / as appearing in the Cheque book)															

(बैंक से आपूर्त एमआईसीआर चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम, शाखा का नाम एवं कूट तथा खाता संख्या सही है, अपने बैंक का निरस्त किया हुआ चेक संलग्न करें)

Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)

आईएफएससी कू IFSC CODE2	आरटीजीएस अंतरण के लिए For RTGS transfer		एनईएफटी अंतरण के लिए For NEFT transfer	
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4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन (भुगतान) (मैं कोई बिलम्ब होता है या भुगतान नहीं हो पाता है, तो मैं सिडबी / आईडीबीआई बैंक को उसके लिए उत्तरदायी नहीं बनाऊंगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा, तो मैं उसकी सूचना दूंगा, ताकि भा.रि.बैंक के आरटीजीएस/एनईएफटी के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI RTGS/NEFT.

स्थान/Place : _____

दिनांक/Date : _____

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर
Signature of the party / Authorized Signatory

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

Certified that particulars furnished above are correct as per our records.

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर / Signature
of the Authorized Official from the Banks)

टिप्पणी : यदि आरटीजीएस/एनईएफटी संबंधी कोई प्रभार होगा, तो उसका वहन पार्टी करेगी।

N.B.: RTGS/NEFT charges if any, is to be borne by the party

1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी

भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है, जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है, जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं, जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है (वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट) चुम्बकीय स्याही अंक पहचान (में 9 अंक होते हैं, जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पत्रों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

1, 2: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

Annexure –VIII

EMD / Performance Security Form
(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No. Dated20.... to supply (Description of Products and Services) (Herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of the buyer in writing. We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated --- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `...../-. (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `...../-. (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;



- 6. any change in constitution of the vendor;
- 7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)
.....

Date.....

Address
.....
.....

Annexure - IX

Installation-cum-Acceptance Certificate
(To be submitted for respective locations)

1	Vendor Name	
2	RfP No	400/2012/862/BYO/ISD dated February 29, 2012
3	Purchase Order No and Date	
5	Description of equipment	
7	Date of Delivery	
8	Installation Date	
6	Serial No's of equipment installed at this location.	
	Certificate	UPS [as per ordered configuration] has been delivered and successfully installed & Commissioned as per our requirements and all the systems are working satisfactorily for the past one week . Accordingly, the same may be accepted.
<p>Name of SIDBI official : _____</p> <p>Designation : _____</p> <p>Signature : _____</p> <p>Date : _____</p> <p>Seal :</p>		

Annexure -X**Performance Guarantee Format**

(Sample Format)

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 3rd Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.

2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.

7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before _____. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, which ever is earlier.

We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

In witness where of we have set and subscribed our hand and seal thisday of2011 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF	WITNESS	:	1)	Name
				Signature.....
				Designation.....
			2)	Name
				Signature.....
				Designation.....
